



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**  
RIVERSIDE CITY HALL  
2950 NW VIVION ROAD  
RIVERSIDE, MISSOURI 64150  
**TENTATIVE AGENDA**  
**FEBRUARY 7, 2023**  
**Closed Session – 6:00 p.m.**  
**Regular Meeting - 7:00 p.m.**

Call to Order  
Roll Call

**CLOSED SESSION**  
**(6:00 p.m.)**

1. **Motion** to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed.

610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment.

2. **Motion** to adjourn closed.

**REGULAR SESSION**  
**(7:00 p.m.)**

Call to Order  
Roll Call  
Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

**Presentation** – Auditors Report – RSM US LLC

**LEGISLATIVE SESSION**

1. **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for January 14, 2023.

Approval of minutes for January 17, 2023.

Approval of minutes for January 26, 2023.

**R-2023-010: A RESOLUTION APPROVING AN INVOICE FROM THE MISSOURI HOME DOCK CITIES ASSOCIATION REGARDING DUES FOR LOBBYIST AND MARKETING SERVICES.** Point of Contact: City Administrator Brian Koral.

**R-2023-011: A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY EASEMENT FROM DONALD D. ALEXANDER AND FAYE L. ALEXANDER, HUSBAND AND WIFE A/K/A DONALD ALEXANDER AND FAYE ALEXANDER HUSBAND AND WIFE FOR THE VIVION ROAD TRAIL PROJECT.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.

### REGULAR AGENDA

1. **Public Hearing:** Public hearing to consider amending Riverside Municipal Code Chapter 400.410. Use Table, in the City of Riverside, Missouri.
  - a) **First Reading:** Bill No. 2023-004: **AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE REGARDING MARIJUANA.** Point of Contact: Community Development Director Mike Duffy.
2. **Public Hearing:** Public hearing to consider amending Riverside Municipal Code Chapter 400.500. Off-Street Parking and Loading, in the City of Riverside, Missouri.
  - b) **First Reading:** Bill No. 2023-005: **AN ORDINANCE AMENDING CITY CODE CHAPTER 400 RELATED TO OFF-STREET PARKING AND LOADING.** Point of Contact: Community Development Director Mike Duffy.
3. **First Reading:** Bill No. 2023-006: **AN ORDINANCE APPROVING A WAYFINDING SIGNING AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.** Point of Contact: Community Development Director Mike Duffy.
4. **First Reading:** Bill No. 2023-007: **AN ORDINANCE APPOINTING JACKSON LEWIS PC AS SPECIAL LEGAL COUNSEL.** Point of Contact: City Administrator Brian Koral.
5. **First Reading:** Bill No. 2023-008: **AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITIES OF KANSAS CITY AND NORTH KANSAS CITY, AND THE MID-AMERICA REGIONAL COUNCIL.** Point of Contact: Capital Projects/ Parks Noel Challis Bennion.
6. **R-2023-009: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING JANUARY 6TH AND JANUARY 13TH IN THE AMOUNT OF \$397,320.21.** Point of Contact: Finance Director Erika Benitez.
7. **R-2023-012: A RESOLUTION APPROVING CHANGE ORDER 11 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,876,565.89 FOR SUCH PURPOSES.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
8. **R-2023-013: A RESOLUTION APPROVING CHANGE ORDER 12 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,901,014.98 FOR SUCH PURPOSES.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.

9. **R-2023-014: A RESOLUTION APPROVING CHANGE ORDER 13 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,904,582.71 FOR SUCH PURPOSES.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
10. **R-2023-015: A RESOLUTION APPROVING THE 1ST AMENDED AGREEMENT WITH ROOFLINK, LLC RELATED TO SPECIAL INSPECTIONS.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
11. **R-2023-016: A RESOLUTION AWARDED THE BID FOR CONSTRUCTION OF THE HORIZONS AND 41ST INTERSECTION IMPROVEMENTS AND APPROVING THE AGREEMENT BETWEEN THE CITY AND GUNTER CONSTRUCTION COMPANY FOR CONSTRUCTION OF SUCH PROJECT.** Point of Contact: City Engineer Travis Hoover.
12. **Motion** to approve Package Liquor, Tasting, and Sunday Sales upon State of Missouri Approval, Managing Agent Richard Bryant, & 7<sup>th</sup> Heaven Smokes & Liquor, located at 4335 NW Gateway Ave, Riverside MO. Point of Contact: City Clerk Robin Kincaid.

**13. Communication from City Administrator**

**a) Department Reports**

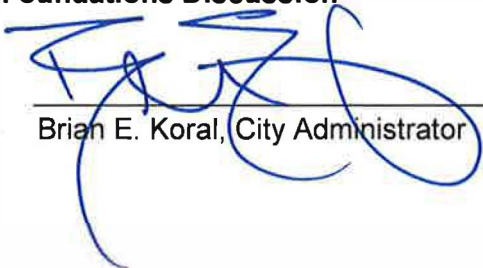
- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

**14. Communication from Mayor**

**15. Communication from Board of Aldermen**

**16. Workshop Session - 2023-2024 Budget Foundations Discussion**

**17. Motion to Adjourn.**

  
\_\_\_\_\_  
Brian E. Koral, City Administrator

ATTEST:

  
\_\_\_\_\_  
Robin Kincaid, City Clerk

Posted 02.03.2023 at 2:00 p.m.

MINUTES  
SPECIAL MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Saturday, January 14, 2023  
8:00 a.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Saturday, January 14, 2023.

Mayor Rose called the regular meeting to order at 8:03 a.m. Those in attendance were Mayor Kathy Rose, Aldermen Jill Beck, Steve Palma, Rob Milner, Sal LoPorto, Dawn Cockrell, and Nathan Cretsinger (by Zoom).

No staff was present at this meeting. Special Counsel Dane Martin with Graves Garrett, LLC was present.

**MOTION TO ENTER INTO  
CLOSED @ 8:03 a.m.**

Alderman Beck moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021(3) Hiring, firing, disciplining, or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Palma, Milner, LoPorto, and Cretsinger.  
Motion carried 6-0.

**MOTION TO ADJOURN  
CLOSED @ 9:44 a.m.**

Alderman LoPorto moved to adjourn closed session at 9:44 a.m. with no action taken, second by Alderman Cockrell.  
Yes: LoPorto, Cockrell, Cretsinger, Milner, Palma, and Beck.  
Motion carried 6-0.

**MOTION TO ADJOURN**

Alderman Beck moved to adjourn the meeting at 9:44 a.m., second by Alderman Palma.  
Yes: Beck, Palma, Cretsinger, Milner, LoPorto, and Cockrell.  
Motion carried 6-0.

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Robin Kincaid, City Clerk

MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Tuesday, January 17, 2023  
7:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, January 17, 2023.

Mayor Rose called the meeting to order at 7:01 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Nathan Cretsinger, Jill Beck, Steve Palma, Dawn Cockrell, and Robert Milner.

Alderman Sal LoPorto was absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Police Chief Chris Skinrod, Fire Chief Gordon Fowlston, Human Resources Manager Amy Strough, Finance Director Erika Benitez, and Capital Projects/ Parks Noel Challis Bennion. City Attorney Paul Campo was also present.

**PLEDGE OF ALLEGIANCE** Mayor Rose led the Pledge of Allegiance.

**PUBLIC COMMENT** None.

**CONSENT AGENDA** Alderman Beck moved to approve the consent agenda as presented, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Milner, Palma, and Cretsinger.  
Motion carried 5-0.

**MINUTES OF 01-03-2023** Alderman Beck moved to approve the minutes of the January 3, 2023 meeting, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Milner, Palma, and Cretsinger.  
Motion carried 5-0.

**COURT REPORT** Alderman Beck moved to approve the court report for the month of December 2022, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Milner, Palma, and Cretsinger.  
Motion carried 5-0.

**RESOLUTION 2023-003** Alderman Beck moved to approve Resolution 2023-003  
Bill Pay authorizing the expenditure of funds for fiscal year 2022-2023 for weeks ending January 6<sup>th</sup> and January 13<sup>th</sup> in the amount of \$1,146,373.33, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Milner, Palma, and Cretsinger.  
Motion carried 5-0.

**RESOLUTION 2023-004**  
CO 10 for Crossland Const.

Alderman Beck moved to approve Resolution 2023-004 approving change order 10 to the agreement with Crossland Construction Company, Inc. for additions & renovations Riverside Public Safety resulting in a revised contract amount of \$4,859,389.01, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Milner, Palma, and Cretsinger.  
Motion carried 5-0.

**REGULAR AGENDA**

**PUBLIC HEARING**  
Outdoor Storage SUP  
3910 NW Helena Rd

Mayor Rose announced at 7:02 p.m. that the public hearing to consider a Special Use Permit for Outdoor Storage at 3910 NW Helena Road., in the City of Riverside, Missouri had remained open from the previous meeting.  
Community Development Director Mike Duffy explained that this had gone before the Planning and Zoning Commission and they had unanimously approved this request after discussions. He showed pictures of the area, the building, and the area where they are requesting storage. Alan Johnson with Alan Johnson Design came before the Board and answered questions as well. Mayor Rose then asked if there were any other questions or comments to be made, hearing none, she closed the public hearing at 7:18 p.m.

**BILL NO. 2023-002**  
Anixter Power Solutions SUP

City Clerk Robin Kincaid gave first reading of Bill No. 2023-002. Alderman Milner moved to accept first reading and place Bill 2023-002 on second and final reading, second by Alderman Cockrell.  
Yes: Milner, Cockrell, Beck, Cretsinger, and Palma.  
Motion carried 5-0.  
City Clerk Kincaid gave second reading of Bill No. 2023-002. Alderman Cretsinger moved to approve Bill 2023-002 and enact said bill as ordinance, second by Alderman Beck.  
Yes: Cretsinger, Beck, Milner, Palma, and Cockrell.  
Motion carried 5-0.

**BILL NO. 2023-003**  
Final Dev. Plan 4500 Gateway

City Clerk Robin Kincaid gave first reading of Bill No. 2023-003. Community Development Director Mike Duffy reviewed the final Development Plan for a new commercial building located behind Riverside Wellness property. He showed pictures of the design along location on the property, explaining possible uses and answered questions.  
Alderman Milner moved to accept first reading and place Bill 2023-003 on second and final reading, second by Alderman Cockrell.  
Yes: Milner, Cockrell, Cretsinger, Beck, and Palma.  
Motion carried 5-0.  
City Clerk Kincaid gave second reading of Bill No. 2023-003. Alderman Cretsinger moved to approve Bill 2023-003 and enact said bill as ordinance, second by Alderman Palma.  
Yes: Cretsinger, Palma, Milner, Beck, and Cockrell.  
Motion carried 5-0.

**RESOLUTION 2023-005**  
Language Lines Agreement

Police Chief Skinrod stated that this agreement will give officers communication tools on their cell phones when out on the streets.  
Alderman Beck moved to approve Resolution 2023-005 approving an agreement with Language Lines Services, Inc., second by Alderman Milner.  
Yes: Beck, Milner, Palma, Cretsinger, and Cockrell.  
Motion carried 5-0.

**RESOLUTION 2023-006**  
Appliance Purchase PS

Capital Projects/Parks Noel Challis Bennion state that this is a request for purchasing only the appliances from Ferguson and through a single vendor it will help streamline delivery and installation of the appliances.  
Alderman Milner moved to approve Resolution 2023-006 approving Bid No. B241099 and purchase of appliances for the Public Safety Renovation, second by Alderman Beck.  
Yes: Milner, Beck, Cockrell, Cretsinger, and Palma.  
Motion carried 5-0.

**RESOLUTION 2023-007**  
Furniture for Fire Dept.

Capital Projects/Parks Manager Noel Challis Bennion reported that this for the beds and recliners for the Fire Department and are on the GSA and TIPS Purchasing Contracts.  
Alderman Milner moved to approve Resolution 2023-007 authorizing the purchase of furniture for the Fire Department from Dreamseat, LLC off the GSA and TIPS Purchasing contracts in the amount of \$11,435.25 for the Public Safety Renovation, second by Alderman Cretsinger.  
Yes: Milner, Cretsinger, Cockrell, Palma, and Beck.  
Motion carried 5-0.

**RESOLUTION 2023-008**  
Outreach Grant Application

Capital Projects/Parks Manager Noel Challis Bennion explained that this is the grant application that we would like apply for the Homestead Park to bring it up to the same standards as our other parks within the City. It is proposed for the upcoming budget year and since this is a funding source available now, we want to apply it towards this park. We are requesting \$30,000.  
Alderman Cretsinger moved to approve Resolution 2023-008 approving and endorsing application to the Platte County Commission for funding under the Parks and Recreation Outreach Grant Program, funded by the County-Wide Dedicated Parks and Recreation Quarter-Cent Sales Tax, second by Alderman Beck.  
Yes: Cretsinger, Beck, Palma, Cockrell, and Milner.  
Motion carried 5-0.

**CITY ADMINISTRATOR**

City Administrator Brian Koral communicated that the Red X grand opening is February 22, 2023 at 8 a.m.

**COMMUNITY DEVELOPMENT**

Community Development Director Mike Duffy stated that we had the introductory meeting with the Steering Committee. They will go through a 10-month process, and all will be involved to make a path forward for our city for the next 10-15 years.

<b>ENGINEERING</b>	Nothing to report.
<b>FINANCE</b>	Finance Director Erika Benitez showed by PowerPoint presentation at the 50% mark of our fiscal year budget. She highlighted the funds and balances for income and expenses and the investment portfolio was shown.
<b>FIRE</b>	Fire Chief Fowlston reviewed the month total activities and then focused on the yearly numbers as well. I heard reports that Santa Claus was a big success. Average response time was pointed out, that Riverside's time is almost half of the national average. Mayor Rose gave kudos to fire staff for their efforts and work.
<b>POLICE</b>	Police Chief Chris Skinrood reviewed the December 2022 stats, and they are down a little from last month. The yearly activity was also reviewed.
<b>PUBLIC WORKS</b>	Nothing to report.
<b>LEVEE BOARD</b>	City Engineer Hoover reported that there is a meeting tomorrow.
<b>MAYOR'S DISCUSSION</b>	Mayor Rose commented on the Steering Committee with 8 attending last night and I hope to have at least 10 before the next meeting. We have a very diverse group; the consultants were very visionary and have big ideas. This is a 5-10-20 year plan, so we have many ideas, to make a difference by engaging a lot of different people in the next 10 months. Our community has changed and we need to get all the residents and businesses involved. Alderman Beck added that it was a very exciting meeting and she thought that transportation was a main focus by most of the group. I am having a large meeting here Thursday at 1:30 p.m. regarding transportation in the Northland. The KCATA is discussing something about micro-transit that could affect our community and is exciting to think about. We have the Northland Chamber Annual Banquet in February, MML Legislative Conference in coming in February, Red X grand opening, and the Airport opening in March, there are so many things coming up, be sure to watch for emails and calendar invites.
<b>BOARD OF ALDERMEN</b>	<p>Alderman Palma – Nothing to report.</p> <p>Alderman Beck – Nothing to report.</p> <p>Alderman Cretsinger – Nothing to report.</p> <p>Alderman Cockrell – Nothing to report.</p> <p>Alderman Milner – We are approaching February which is Black History Month, and I would love as the City of Riverside, if we did something to represent our diversity and belonging here. Maybe</p>



we could do something on our social media such as: recognizing an African American that lives in Riverside once a week throughout the month of February.

Mayor Rose did add, that she made one more hard sell to the library at their meeting tonight before this meeting and how excited we are to have the new library built in Riverside and we also had a fabulous letter from City Administrator Koral. It has been a great day!

**MOTION TO ADJOURN**

Alderman Milner moved to adjourn the meeting at 7:57 p.m., second by Alderman Beck.

Yes: Milner, Beck, Cockrell, Palma, and Cretsinger.

Motions carried 5-0.

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Robin Kincaid, City Clerk

MINUTES  
SPECIAL MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Thursday, January 26, 2023  
5:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Thursday, January 26, 2023.

Mayor Rose called the regular meeting to order at 5:36 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Steve Palma, Jill Beck, Rob Milner, Sal LoPorto, Nathan Cretsinger, and Dawn Cockrell.

City Administrator Brian Koral was present. No legal attended this meeting.

**MOTION TO ENTER INTO CLOSED @ 5:36 p.m.** Alderman Beck moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021(3) Hiring, firing, disciplining, or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings, second by Alderman LoPorto.  
Yes: Beck, LoPorto, Cretsinger, Palma, Cockrell, and Milner.  
Motion carried 6-0.

**MOTION TO ADJOURN CLOSED @ 6:58 p.m.** Alderman Beck moved to adjourn closed session at 6:58 p.m. with no action taken, second by Alderman Cockrell.  
Yes: Beck, Cockrell, Palma, and Cretsinger.  
Motion carried 4-0.

**MOTION TO ADJOURN** Alderman Cretsinger moved to adjourn the meeting at 6:59 p.m., second by Alderman Palma.  
Yes: Cretsinger, Palma, Cockrell, and Beck.  
Motion carried 4-0.

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Robin Kincaid, City Clerk

**RESOLUTION NO. R-2023-010**

**A RESOLUTION APPROVING AN INVOICE FROM THE MISSOURI HOME DOCK CITIES ASSOCIATION REGARDING DUES FOR LOBBYIST AND MARKETING SERVICES**

**WHEREAS**, the City of Riverside, Missouri (the “City”) has been requested by the Missouri Home Dock Cities Association to contribute proportionately by way of dues based upon admission fee revenues to each member city; and

**WHEREAS**, the City and all Missouri Home Dock Cities Association members have reached an agreement, by way of vote, to amend their bylaws authorizing the collection of dues to pay for lobbyist and marketing services through an independent contractor;

**WHEREAS**, the City hereby finds and determines that it is desirable for the economic development of the City and for a public purpose that the City approve the invoice and continue to be an active member of the Missouri Home Dock Cities Association.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Aldermen of the City of Riverside, Missouri, as follows:

**THAT** the City of Riverside approves contributing its requested 2023 dues to the Missouri Home Dock Cities Association to provide lobbyist and marketing services as requested on Invoice 2023-06 attached hereto as Exhibit A, in the amount of Fifteen Thousand Dollars (\$15,000.00); and

**FURTHER THAT** the Mayor, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**PASSED AND ADOPTED** this Resolution shall be in full force and effect from and after its passage and approval.

Passed this \_\_\_\_\_ day of February 2023.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk



City of Boonville  
City of Caruthersville  
City of Cape Girardeau  
City of LaGrange  
City of Maryland Heights  
City of North Kansas City  
City of Riverside  
City of St. Charles  
City of St. Joseph

INVOICE 2023-06

Mayor Kathy Rose  
City of Riverside  
2950 NW Vivion Road  
Riverside, MO 64448

The Home Dock Cities Association membership fees are due for the year 2023. These dues will pay for our lobbyist and marketing services on our behalf, and any other additional services deemed necessary by the association. We will be having a meeting at the MML Legislative Conference in February, hope to see you there.

Thank you

Michael Moeller, Chairman  
Home Dock Cities Association

Cost to your member city.....\$15,000

Please make checks payable to:

Home Dock Cities Association  
Attn: Kathy Rose, Treasurer  
2950 NW Vivion Road  
Riverside, MO 64150

**RESOLUTION NO. R-2023-011**

**A RESOLUTION APPROVING AND ACCEPTING A TEMPORARY EASEMENT FROM DONALD D. ALEXANDER AND FAYE L. ALEXANDER, HUSBAND AND WIFE A/K/A DONALD ALEXANDER AND FAYE ALEXANDER HUSBAND AND WIFE FOR THE VIVION ROAD TRAIL PROJECT**

**WHEREAS**, the Board of Aldermen finds it to be a public purpose and in the best interest of the public to acquire a temporary construction easement further described herein in connection with construction of the Vivion Road Trail Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** the Board of Aldermen (“Board”) hereby approves and accepts the Temporary Construction Easement, in substantially the form attached hereto, from Donald D. Alexander and Faye L. Alexander, husband and wife a/k/a Donald Alexander and Faye Alexander husband and wife, and further authorize the Mayor to execute the easement on behalf of the City; and

**FURTHER THAT** compensation in the amount of \$10.00 for the Temporary Construction Easement is hereby approved to acquire such Temporary Construction Easement; and

**FURTHER THAT** the Mayor, the City Administrator, the City Attorney and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of February 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

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**Recording Cover Sheet**

**Title of Document:** Temporary Construction Easement

**Date of Document:** \_\_\_\_\_, 202\_

**Grantor(s):** Donald D. Alexander and Faye L. Alexander, husband and wife  
a/k/a Donald Alexander and Faye Alexander, husband and wife  
7718 N Pomona Pl  
Kansas City, MO 64152-4216

**Grantee's Name  
and Address:** City of Riverside, Missouri  
2950 NW Vivion Road  
Riverside, Missouri 64150

**Legal Description:** See Exhibit A.

**After recording, please return to:**

City of Riverside  
Attn: Noel Bennion  
2950 NW Vivion Road  
Riverside, Missouri 64150

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Donald D. Alexander and Faye L. Alexander, husband and wife a/k/a Donald Alexander and Faye Alexander, husband and wife, owner of the property herein described, hereinafter known as "Grantor", and the City of Riverside, Missouri, a municipal corporation, hereinafter known as "Grantee".

WITNESSETH, that the Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Temporary Construction Easement in conjunction with the construction of a trail, including but not limited to, landscaping, grading and sloping; the storage of materials; the operation of equipment; and the movement of a working force on, over, along, across, and under the following described real estate being and situated in the County of Platte, and the State of Missouri, to-wit:

See Exhibit A.

This temporary construction easement shall expire thirty-six (36) months from the date of its execution. Grantee shall restore the ground insofar as practicable to its original condition, after construction of said trail, or any subsequent maintenance or repair operations.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this \_\_\_\_ day of \_\_\_\_\_, 202\_.





STATE OF Missouri )  
 ) ss.  
COUNTY Platte )

ON THIS 27<sup>th</sup> day of January, 2023 before me personally appeared Faye Alexander, \_\_\_\_\_ of Donald D. Alexander and Faye L. Alexander, husband and wife a/k/a Donald Alexander and Faye Alexander, husband and wife, to me known to be the person described in and who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that she/he executed the same with authority on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in Platte County, the day and year last above written.

(SEAL)



Printed Name: Sarah Wagner  
Notary Public in and for said State  
Commissioned in Clinton County

County

My Commission Expires: November 13, 2023

**SARAH WAGNER**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clinton County  
My Commission Expires: Nov. 13, 2023  
Commission #11277184

CITY OF RIVERSIDE, MISSOURI:  
("GRANTEE")

By: \_\_\_\_\_

Printed Name: Kathleen L. Rose

Title: Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

STATE OF MISSOURI     )  
  ) ss:  
COUNTY OF PLATTE     )

ON THIS \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, personally appeared the honorable Kathleen L. Rose to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of Riverside, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of Riverside, Missouri by authority of its Board of Aldermen, and Mayor Rose acknowledged said instrument to be the free act and deed of said City of Riverside, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in \_\_\_\_\_ County, the day and year last above written.

(SEAL)

\_\_\_\_\_  
Printed Name: Robin Kincaid  
Notary Public in and for said State  
Commissioned in Platte County

My Commission Expires: \_\_\_\_\_

### Exhibit A

A 5 feet wide strip of land being a portion of Tracts 1 and 2 as described as set forth in the Missouri Warranty Deed filed in the Office of the Recorder of Deeds for Platte County, Missouri as Instrument No. 2021015586 in Book 1362 at Page 870, said Tracts of land being situated in the Northeast Quarter of Section 4, Township 50 North, Range 33 West in the City of Riverside, in said County and State. Said 5 feet wide strip of land being now more particularly described as follows:

Beginning at the intersection of the South line of Tract 1 of the aforesaid Missouri Warranty Deed with the Westerly right-of-way line of NW St. Joe Boulevard as now established, said point being 841.5 feet South of the North line of the Northeast Quarter of aforesaid Section 4 as measured perpendicular to the North line thereof; thence N 31°36'37" E along the Westerly right-of-way line of said NW St. Joe Boulevard, a distance of 18.97 feet; thence Northeasterly along a curve to the left, continuing along the Westerly right-of-way line of said NW St. Joe Boulevard, said curve having an initial tangent bearing of N 30°08'53" E, a radius of 2,048.22 feet and a central angle of 5°27'34", an arc length of 195.17 feet; thence N 65°18'42" W departing from the Westerly right-of-way line of said NW St. Joe Boulevard, a distance of 5.00 feet; thence Southwesterly along a curve to the right, said curve being 5.00 feet Westerly of and parallel with the Westerly right-of-way line of said NW St. Joe Boulevard and having an initial tangent bearing of S 24°41'18" W, a radius of 2,043.22 feet and a central angle of 5°27'28", an arc length of 194.63 feet; thence S 31°36'37" W, not tangent to the last described curve and continuing along a line 5.00 feet Westerly of and parallel with the Westerly right-of-way line of said NW St. Joe Boulevard, a distance of 21.94 feet to a point on the South line of Tract 1 of said Missouri Warranty Deed; thence S 89°36'37" E along the South line of Tract 1 of said Missouri Warranty Deed, a distance of 5.85 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395

Containing 1,077 square feet, more or less.

The basis of bearing for this description are based on the Missouri State Plane Coordinate System, NAD 83, West Zone.

EXHIBIT A

VIVION ROAD

PARKVILLE,  
PLATTE COUNTY, MISSOURI  
NE 1/4 SEC. 4  
TOWNSHIP 50 NORTH,  
RANGE 33 WEST

TRACT 2  
DOC. 2021015586  
BK 1362 PG 870

TRACT 1  
DOC. 2021015586  
BK 1362 PG 870

S. LINE  
DOC. 2021015586  
BK. 1362 PG. 870

W. R/W  
NW ST. JOE BLVD.

NW ST. JOE BLVD.

N65°18'42"W  
5.00'

5.00'

ITB=S24°41'18"W  
Δ=527'28"  
R=2043.22'  
194.63'

195.17'  
R=2048.22'  
Δ=527'34"  
ITB=N30°08'53"E

5.00'

S31°36'37"W  
21.94'  
18.97'  
N31°36'37"E

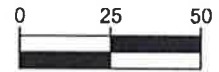
POINT OF BEGINNING  
INTERSECTION OF THE  
SOUTH LINE OF TRACT 1,  
BK 1362, PG. 870 WITH  
THE WEST R/W LINE OF  
NW ST. JOE BLVD.  
POINT 841.5' S. OF  
N LINE OF THE NE 1/4  
SEC. 4-T50N-R33W

S89°36'37"E  
5.85'

STATE OF MISSOURI  
STEVEN R. WHITAKER  
NUMBER  
PLS-2005019220  
PROFESSIONAL LAND SURVEYOR  
July 25, 2022



NORTH



(IN FEET)  
1 inch = 50 ft.

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COA: 2012009395  
EXPIRES: XXXX, XXXX

REVISIONS

ALEXANDER  
VIVION TRAILS  
EASEMENT  
KANSAS CITY  
MISSOURI  
201353-070  
MAY 23, 2022

ENGINEER M.EBLEN  
DRAWN BY J.BURNETTE  
SURVEYOR S.WHITAKER  
CREW CHIEF

SKETCH NO.  
**EXH-01**

DRAWING PATH: P:\201353-070-Drawings\Survey\201353-070 Esmt Exhibit.dwg PLOT DATE: 07/22/2022 9:59 AM PLOTTED BY: JUDY BURNETTE



**City of Riverside**  
**Staff Analysis Report**  
Case Number PC23-03, Chapter 400: Unified  
Development Ordinance regarding marijuana

---

**General Information**

**Applicant:** City of Riverside

**Requested Action:** Amend Riverside Municipal Code Section 400.410, Use Table; Section 400.440, Additional Regulations (“Conditions”) for Non-Residential Used Allowed in Business and Planned Districts; and Section 400.4090, Definitions,

**Action:** Recommendation by the Planning Commission to the Board of Aldermen.

**Application Overview:** The city is requesting the following amendment to the Unified Development Ordinance regarding marijuana. The existing language and proposed changes are attached in Exhibit A.

**Recommendation:** Staff recommends approval of the proposed adoption of the Amendment to Chapter 400 of the Unified Development Ordinance.

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE REGARDING MARIJUANA**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

**Section 1.** That UDO Section 400.410, Use Table, is hereby amended to add or amend as the case may be the following land uses as follows:

<b>Non-Residential Uses In Business And Planned Districts</b>					
	<b>"CPO"</b>	<b>"C-1"</b>	<b>"I"</b>	<b>"PD"</b>	<b>Conditions (See Section 400.440)</b>
P = Permitted; S = Special use permit required; shaded boxes = non-permitted uses or no conditions					
Comprehensive Marijuana Cultivation Facility			P	P	O
Comprehensive Marijuana Dispensary Facility		P	P	P	O
Comprehensive Marijuana-Infused Products Manufacturing Facility			P	P	O
<del>Medical</del> Marijuana Testing Facility			P	P	
Microbusiness Dispensary Facility		P	P	P	O
Microbusiness Wholesale Facility			P	P	O

**Section 2.** That UDO Section 400.440.O is hereby amended to read as follows:

**O. Marijuana**

1. Definitions. The definitions contained in Article XIV, Section 1.2 and Section 2.2 of the Missouri Constitution are incorporated into this Chapter as is fully set forth. Additionally, for purposes of this Chapter, the following terms shall have the meanings indicated:
  - a. Elementary or secondary school means any public school as defined in RSMo 160.011, or any private school giving instruction in a grade or grades not higher than the 12<sup>th</sup> grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

- b. Then-existing means any elementary or secondary school, daycare, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the marijuana facility first applies for either zoning or a building permit, whichever comes first.
2. The following regulations apply to all medical marijuana facilities, comprehensive marijuana facilities, and microbusinesses, including cultivation facilities, dispensary facilities, infused products manufacturing facilities, testing facilities, transportation facilities, and wholesale facilities:
  - a. No new medical facility or marijuana facility shall be initially sited within 300 feet of any then-existing elementary or secondary school, child daycare center, or church. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.
  - b. **Outdoor Operations Or Storage Prohibited.** Unless licensed as an outdoor medical marijuana cultivation facility or a comprehensive marijuana cultivation facility, all such marijuana facilities' operations and all storage of materials, products, or equipment shall be within a fully enclosed building.
  - c. **On-Site Usage Prohibited.** No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical facility or marijuana facility.

- d. Hours Of Operation. All medical facilities and marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M. Monday through Saturday and 10:00 P.M. and 9:00 A.M. on Sunday.
- e. Residential Dwelling Units Prohibited. No medical facility or marijuana facility shall be located in a building that contains a residence.
- f. Ventilation Required. All medical facilities and marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

**Section 3.** The following words and terms and their definitions are hereby repealed from Section 400.1090 of the City’s UDO: Marijuana or Marihuana; Marijuana-Infused Products; Medical Marijuana Cultivation Facility; Medical Marijuana Dispensary Facility; Medical Marijuana Testing Facility; Medical Marijuana-Infused Products Manufacturing Facility.

**Section 4.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_ day of February 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



Section 400.410 Use Table

**Existing**

Non-Residential Uses In Business And Planned Districts					
	"CPO"	"C-1"	"I"	"PD"	Conditions (See Section 400.440)
P = Permitted; S = Special use permit required; shaded boxes = non-permitted uses or no conditions					
Medical Marijuana Cultivation Facility			P	P	O
Medical Marijuana Dispensary Facility		P	P	P	O
Medical Marijuana-Infused Products Manufacturing Facility			P	P	O
Medical Marijuana Testing Facility			P	P	

**Proposed**

Non-Residential Uses In Business And Planned Districts					
	"CPO"	"C-1"	"I"	"PD"	Conditions (See Section 400.440)
P = Permitted; S = Special use permit required; shaded boxes = non-permitted uses or no conditions					
Comprehensive Marijuana Cultivation Facility			P	P	O
Comprehensive Marijuana Dispensary Facility		P	P	P	O
Comprehensive Marijuana-Infused Products Manufacturing Facility			P	P	O
Marijuana Testing Facility			P	P	
Microbusiness Dispensary Facility		P	P	P	O
Microbusiness Wholesale Facility			P	P	O

Section 400.410 Additional Regulations (“Conditions”) for Non-Residential Uses Allowed in Business and Planned Districts.

**Existing**

**O.** Medical Marijuana. No medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana dispensary facility, medical marijuana-infused products manufacturing

facility, or transportation facility shall be constructed, altered, or used without complying with the following regulations:

[Ord. No. 1670, 7-16-2019]

**1.**

No new medical marijuana cultivation facility, medical marijuana testing facility, medical marijuana dispensary facility, medical marijuana-infused products manufacturing facility, or transportation facility shall be initially sited within three hundred (300) feet of any then-existing school, child day-care center, or church.

**2.**

Definitions. As used in this Section, the following terms shall have the meanings indicated. For purposes of this Section:

**CHILD DAY-CARE CENTER**

A child-care program conducted in a location other than the provider's permanent residence, or separate from the provider's living quarters, and licensed by the Department of Health and Senior Services of the State of Missouri where care is provided for children not related to the child-care provider for any part of the twenty-four-hour day.

**CHURCH**

A building(s) primarily used for public religious worship and associated religious functions (education, fellowship, etc.), including synagogues and temples.

**SCHOOL**

Any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

**THEN-EXISTING**

Any school, child day-care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the marijuana facility first applies for either zoning or a building permit, whichever comes first.

**Proposed**

**O. Marijuana**

1. Definitions. The definitions contained in Article XIV, Section 1.2 and Section 2.2 of the Missouri Constitution are incorporated into this Chapter as is fully set forth. Additionally, for purposes of this Chapter, the following terms shall have the meanings indicated:
  - a. Elementary or secondary school means any public school as defined in RSMo 160.011, or any private school giving instruction in a grade or grades not higher than the 12<sup>th</sup> grade, including any property owned by the public or private school that is regularly used for extracurricular

activities, but does not include any private school in which education is primarily conducted in private homes.

- b. Then-existing means any elementary or secondary school, daycare, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the marijuana facility first applies for either zoning or a building permit, whichever comes first.
2. The following regulations apply to all medical marijuana facilities, comprehensive marijuana facilities, and microbusinesses, including cultivation facilities, dispensary facilities, infused products manufacturing facilities, testing facilities, transportation facilities, and wholesale facilities:
    - a. No new medical facility or marijuana facility shall be initially sited within 300 feet of any then-existing elementary or secondary school, child daycare center, or church. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.
    - b. Outdoor Operations Or Storage Prohibited. Unless licensed as an outdoor medical marijuana cultivation facility or a comprehensive marijuana cultivation facility, all such marijuana facilities' operations and all storage of materials, products, or equipment shall be within a fully enclosed building.

- c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical facility or marijuana facility.
- d. Hours Of Operation. All medical facilities and marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 P.M. and 8:00 A.M. Monday through Saturday and 10:00 P.M. and 9:00 A.M. on Sunday.
- e. Residential Dwelling Units Prohibited. No medical facility or marijuana facility shall be located in a building that contains a residence.
- f. Ventilation Required. All medical facilities and marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

## Section 400.1090

## Definitions

The following words and terms and their definitions are hereby repealed from Section 400.1090 of the City's UDO: Marijuana or Marihuana; Marijuana-Infused Products; Medical Marijuana Cultivation Facility; Medical Marijuana Dispensary Facility; Medical Marijuana Testing Facility; Medical Marijuana-Infused Products Manufacturing Facility.



**City of Riverside  
Staff Analysis Report**  
Case Number PC23-04, Chapter 400: Unified  
Development Ordinance regarding off-street parking

---

**General Information**

**Applicant:** City of Riverside

**Requested Action:** Amend Riverside Municipal Code Section 400.500.K, Off-Street Parking and Loading Area Design Standards

**Action:** Recommendation by the Planning Commission to the Board of Aldermen.

**Application Overview:** The city is requesting the following amendment to the Unified Development Ordinance regarding prohibited parking surfaces. The existing language and proposed changes are attached in Exhibit A.

**Recommendation:** Staff recommends approval of the proposed adoption of the Amendment to Chapter 400 of the Unified Development Ordinance.

**AN ORDINANCE AMENDING CITY CODE CHAPTER 400 RELATED TO OFF-STREET PARKING AND LOADING**

WHEREAS, after due public notice in the manner prescribed by law, the Planning and Zoning Commission held a public hearing, and rendered a report to the Board of Aldermen recommending that Chapter 400 of the UDO be amended as it relates to off-street parking and loading area design standards; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing to consider the proposed amendment to the UDO; and

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the City that the proposed amendments to Chapter 400 of the UDO be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

**SECTION 1 – ADOPTION OF AMENDMENT.** Section 400.500 K 1 of the City Code of the City of Riverside, Missouri is hereby added to read as follows (language to be added is underlined; language to be deleted contains a ~~striketrough~~):

Section 400.500 K 1. Off-Street Parking And Loading Area Design Standards

1. Surfacing. All off-street parking and loading areas, except those required for single-family or duplex uses, shall be surfaced with:
  - a. Five (5) inches of concrete.
  - b. Six (6) inches of asphalt.
  - c. Thee (3) inches of asphalt combine with eight (8) inches of aggregated base and subgrade base.
  - d. Off-street parking areas serving single-family and duplex residents shall be graded and paved with an approved asphalt, concrete or paver bricks over an approved base.
  - e. Prohibited Surface Materials. The following materials are prohibited for use as surfacing for off-street parking and loading area:
    - i. Gravel
    - ii. Asphalt Millings

**SECTION 2 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this 7<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST: \_

\_\_\_\_\_  
Robin Kincaid, City Clerk

## Section 400.500

## Off-Street Parking and Loading

### Existing

#### **400.500.K.1** *Off-Street Parking and Loading Area Design Standards*

1. Surfacing. All off-street parking and loading areas, except those required for single-family or duplex uses, shall be surfaced with:
  - a. Five (5) inches of concrete.
  - b. Six (6) inches of asphalt
  - c. Three (3) inches of asphalt combined with eight (8) inches of aggregate base and subgrade base
  - d. Off-street parking areas serving single-family and duplex residents shall be graded and paved with an approved asphalt, concrete or paver brick over an approved base.

### Proposed

#### **400.500.K.1** *Off-Street Parking and Loading Area Design Standards*

1. Surfacing. All off-street parking and loading areas, except those required for single-family or duplex uses, shall be surfaced with:
  - a. Five (5) inches of concrete.
  - b. Six (6) inches of asphalt
  - c. Three (3) inches of asphalt combined with eight (8) inches of aggregate base and subgrade base
  - d. Off-street parking areas serving single-family and duplex residents shall be graded and paved with an approved asphalt, concrete or paver brick over an approved base.
  - e. Prohibited Surface Materials. The following materials are prohibited for use as surfacing for off-street parking and loading areas:
    - (1) Gravel
    - (2) Asphalt Milling

**BILL NO. 2023-006**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A WAYFINDING SIGNING AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

**SECTION 1 – APPROVAL OF AGREEMENT.** That the Riverside Board of Aldermen hereby approves the Wayfinding Signing Agreement, in substantially the form attached hereto, by and between the City of Riverside and the Missouri Highways and Transportation Commission. The Mayor is authorized to execute the Agreement on the City’s behalf.

**SECTION 2 – GRANT OF FURTHER AUTHORITY.** That the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**SECTION 3 – EFFECTIVE DATE.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_\_ day of February 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



CCO Form: TR47

MoDOT District: Kansas City  
MoDOT Agreement Administrator: Brittany Saathoff  
eAgreement No.: 2023-01-75472

Approved: 04/08 (BDG)

Revised: 06/19 (GH)

Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**  
**WAYFINDING SIGNING AGREEMENT**  
(Installed and Maintained by the City)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **the City of Riverside** (hereinafter, "City"), whose address is **2950 NW Vivion Rd, Riverside, Missouri 64150**.

WITNESSETH:

WHEREAS, the City has adopted a wayfinding signing program and requests approval from the Commission to install and maintain Wayfinding signs further described below in **Platte** County, Missouri for the city of **Riverside**; and

WHEREAS, the Commission is willing to approve the City's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) **LOCATION AND DISPLAY**: The City hereby requests that the Commission allow the City to construct, install and maintain Wayfinding signs under the following conditions:

(A) The sign(s) designs will be reviewed and approved by the Commission to assure they do not violate the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Engineering Policy Guide* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A (provided by City).

(B) The sign(s) installation location(s) will be reviewed and approved by the Commission to assure they do not interfere with the performance of other normal highway signing or represent any potential hazard to the traveling public. Sign locations will be generally located as illustrated in Exhibit B (provided by City).

(C) Any additions or modifications to City's Wayfinding signing plan, after the execution of this agreement, will be reviewed by the Commission prior to said modifications.

(2) **INSTALLATION**: All sign installations shall include a breakaway post assembly, in accordance with Commission requirements. The City shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the City.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative. This applies to the initial installation as well as during any future maintenance activities.

(4) PERMIT AND BONDING:

(A) Before beginning the installation work, the City shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The City shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. If required, separate permit(s) for future maintenance will be issued.

(B) The City shall secure sufficient bond, as determined by the Commission's District Engineer or authorized representative, for the construction of the wayfinding sign(s) on Commission right-of-way.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of Wayfinding signs, including, but not limited to work zone signing and traffic control during construction will be borne entirely by the City, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the City shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The City shall provide a copy of its contractor's certification of material used to the Commission.

(7) MAINTENANCE: The City shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Engineering Policy Guide* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the City, at the City's expense, and the City shall promptly comply with the Commission's request for maintenance of the signs. Failure by the City to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the City. Given the complexity of some Wayfinding signs, should a replacement sign(s) be part of the maintenance required additional time would be granted by the Commission to complete the repairs. However, any material or remains of the sign installation in question must be removed from the site to eliminate a hazard for the traveling public.

(8) MAINTENANCE BY THE CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes, affects the safety of the traveling public, will cause permanent changes to the configuration of the improvement or involve

excavation of the soil may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the City fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the City for the cost or value of the sign(s).

(10) CITY'S RESPONSIBILITIES: The Commission may request the City to modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted, at the City's cost. The Commission, at its sole discretion, may request the City to relocate the signs to accommodate the install of additional highway signs the Commission deems more appropriate, at the City's cost. The Commission may request the City to remove and relocate signs, at the City's cost, to accommodate the construction of roadway improvements. Should the Commission make any of these requests, the City shall comply with the Commission's request within 14 calendar days. Given the complexity of some Wayfinding signs, should a sign need to be fabricated, additional time will be granted by the Commission to allow for that work to be completed.

(11) CITY'S REPRESENTATIVE: The City's [Authorized Person Title] is designated, as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

Brian Koral  
City Administrator  
City of Riverside  
2950 NW Vivion Rd  
Riverside, Missouri 64150  
Telefax No.: (816) 746-8349  
[bkoral@riversidemo.gov](mailto:bkoral@riversidemo.gov)

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the City gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly,

no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

Exhibit A: Sign Display Detail Supplied by the City depicting an image of each sign detail used in the signing plan.

Exhibit B: Sign Location Layout Supplied by the City, the detail will display the boundaries of each Wayfinding district.

*[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed by the Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Title \_\_\_\_\_

Ordinance Number \_\_\_\_\_

Copies: City  
District Engineer  
Highway Safety and Traffic Division  
Controller's Division

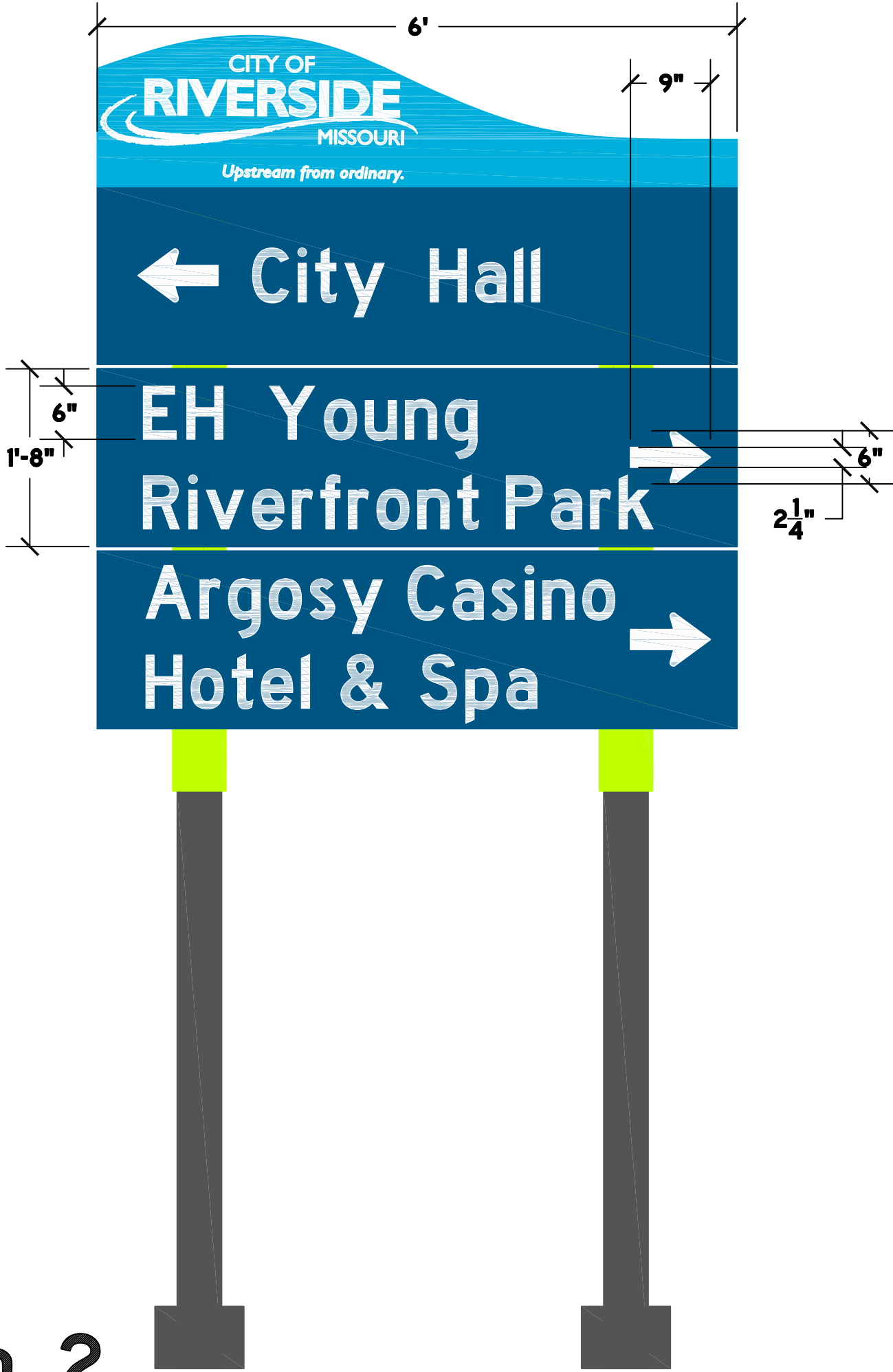
EXHIBIT A  
Sign Display Detail  
(Provided by City)

DRAFT

EXHIBIT B  
Sign Location Layout  
(Provided by City)

DRAFT





**Sign 2**

**NOT TO SCALE**



NW Riverway Blvd

3

2

1

E

**BILL NO. 2023-007**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPOINTING JACKSON LEWIS PC AS SPECIAL LEGAL COUNSEL**

WHEREAS, Section 79.230 of the Revised Statutes of Missouri provides that the Mayor and Board of Aldermen may employ special counsel by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

**SECTION 1 – APPOINTMENT.** That Jackson Lewis PC is hereby employed as special legal counsel for the City of Riverside in connection with labor relations matters, and the Mayor and City Attorney are hereby authorized to execute the attached engagement letter agreement on behalf of the City.

**SECTION 2 – FURTHER AUTHORIZATION.** That the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

**SECTION 3 – EFFECTIVE DATE.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_\_ day of February 2023

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

January 11, 2023

**PERSONAL AND CONFIDENTIAL; ATTORNEY-CLIENT  
AND ATTORNEY WORK-PRODUCT PRIVILEGED MATERIAL**

**Via email: [BKoral@RiversideMO.gov](mailto:BKoral@RiversideMO.gov)**

Brian Koral  
City Administrator  
City of Riverside, Missouri  
2950 NW Vivion Road  
Riverside, MO 64150

**Re:** Confirmation of Rates and Fee Arrangement

Dear Mr. Koral:

We are pleased that City of Riverside, Missouri (the "Company") has decided to retain Jackson Lewis P.C. (herein "the Firm") for legal services in connection with labor relations advice & counsel. This letter details the scope of our client relationship and outlines the fees for our services.

**A. *Scope of Services***

As we discussed, we will represent the Company in the matter of labor relations advice and counsel. We will do our best to serve the Company efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Company. I will have primary responsibility for handling these matters and will utilize other attorneys and legal assistants in the firm in the best exercise of my professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.

**B. *Fees***

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Company at our regular hourly rates for the work performed on the Company's behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location. My discounted hourly rate for municipal work in 2023 will be \$440.00. Any changes in billing rates for 2024 will be communicated in advance, and will be reflected in the invoice after any revised rates go into effect. We charge for all services rendered, including but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. Our entire billing process is explained in "A Word About Our Invoices," a copy of which is enclosed.

These discounted hourly rates, however, will not apply to complex matters which include, but are not limited to, class actions, multi-plaintiff litigations, and unfair competition litigation. For these matters, our regular hourly rates will apply.

### **C. *Client Cooperation***

The Company understands and agrees that, in order for us to represent it effectively, it is necessary for the Company to assist and cooperate with the Firm. The Company agrees to (1) make itself (including its employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to us on a timely basis; (4) make timely payment to any experts or vendors retained in connection with our services; and (5) advise whether there is an agreement to arbitrate the subject claim(s), either as set forth in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

### **D. *Protection of Client Confidences –Communication Devices***

We are always mindful of our central obligation to preserve the secrets and confidences of our clients. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless the Company specifically directs us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. In that regard, if there is a specific e-mail address which you would like us to use to communicate with you, other than your current Company e-mail address, please let us know. Please also notify the Firm if the Company has any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the Engagement.

### **E. *Termination of Representation***

The Company may terminate this representation at any time, with or without cause. We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of our representation of the Company would be subject to such approval as may be required from any court(s) in which we are appearing on the Company's behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the

obligation to pay outstanding fees. The Company will be charged for the reasonable costs of retrieval, assembly, copying, processing and transfer of all files or materials, including Electronically Stored Information (“ESI”).

Upon termination of representation, the Firm reserves the right to maintain the Company’s legal file in electronic format only.

## ***F. Preservation of Documentation***

Should a claim be received by the Company, the Company must take immediate steps to identify, preserve and collect all relevant information until the matter is completely resolved. This information includes all paper and all ESI related to the claim. ESI includes, but is not limited to, the following: e-mails, text messages and other electronic communications, word processing files, spreadsheets, PowerPoints, photos and other images, SharePoint, voicemail, databases, data files and archive files, regardless of whether the information is contained on servers, laptop and desktop computers, back-up tapes, home and personal computers, cloud storage systems, or portable ESI storage devices such as iPhones, Android phones, Blackberries and other smart phones, iPads, iPods, thumb drives, CD’s, DVD’s, and portable hard drives. This also will likely include any and all relevant surveillance tapes and recordings.

The Company must also immediately suspend any document retention/destruction policy and put in place a “Litigation Hold.” This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold.

Although this may seem like an onerous task, document retention is critical for the defense of a matter and to ensure the Company complies with its legal obligation to preserve and produce relevant information. A failure to preserve documents or electronic data could have dire consequences in a matter. For example, in addition to monetary sanctions, the Company may be precluded from using certain evidence at trial or the court may allow a jury to draw negative inferences against the Company. Under a worst case scenario, the court may award a judgment in favor of the claimant. Therefore, if the Company has any doubt regarding whether paper or electronic data falls within the scope of a “Litigation Hold”, it should err on the side of preservation and contact us.

## ***G. Advance Conflict of Interest Waiver***

Because of the size, geographical reach and the broad scope of the Firm’s legal practice, it is possible that attorneys in one or more of the Firm’s offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of the Company or its affiliates, or have contractual or other dealings with the Company. As a condition of our representation, the Company agrees that the Firm may represent other parties in matters in which their interests are adverse to those of the Company or its affiliates and waives any conflict that would otherwise exist in such matters, provided that (i) any matter in which the Firm represents an adverse party is not substantially related to the Firm’s work for

the Company, and (ii) if appropriate, an ethical wall is created to separate the other matter from the matters the Firm is handling for the Company.

## **H. Potential Insurance Coverage**

As employment defense counsel, the Firm cannot provide an opinion with respect to the extent or terms of the Company's coverage under any employment practices liability insurance, directors and officers or other insurance policies or programs (on an ongoing basis or otherwise). We urge the Company to review this matter with its internal counsel, insurance broker or anyone else with whom it wishes to discuss the possibility of other insurance being applicable, e.g., an excess liability insurance policy, homeowners or personal insurance or any other form or kind of insurance including workers compensation insurance. As with any insurance policy, prompt and complete notice should be given, as required by the policy and by applicable law. Failure to do so could adversely affect the existence of or eligibility for any insurance coverage.

Further, please note that, in many instances, punitive damages may not be covered by the Company's insurance policies. There may also be other policy exclusions, as well as limits respecting any coverage(s). Again, please address any exclusions, or limits on coverage for the subject claim(s), with the Company's carrier(s), insurance broker, or legal counsel.

## **I. Dispute Resolution**

City of Riverside, Missouri and Jackson Lewis P.C. agree that any dispute between us arising out of, or relating to, this agreement, or the breach thereof, shall be resolved by binding arbitration between the parties. This includes, but is not limited to any claims regarding attorney's fees or costs under this agreement or regarding a claim of attorney malpractice, that is, whether any legal services Jackson Lewis P.C. has rendered, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty.

**The Company understands and acknowledges that, by agreeing to binding arbitration, it waives and thereby eliminates the right to submit the dispute for determination by a court and thereby also waives the right to a jury trial. The Company acknowledges that it has been informed that the grounds for appeal of an arbitration award are very limited compared to a court judgment or jury verdict. Consequently, the Company should carefully consider whether arbitration is acceptable to it and should consult with independent counsel.**

Arbitration shall be in accordance with the Uniform Arbitration Act of Missouri. The dispute will be resolved by a single arbitrator to be selected by the parties.<sup>1</sup>

<sup>1</sup> *If in the opinion of any party, there arises a problem or unreasonable delay with the administration of the dispute, including but not limited to scheduling any hearing, any party upon 10 days written notice to the other, shall have the*

The arbitrator must be an attorney in good standing in Missouri. The cost of the arbitration shall be shared by the parties, but the arbitrator shall have the right to allocate costs in the final award.

\* \* \* \*

**If the foregoing is acceptable to the Company, please sign below and return a copy of this letter to me.**

If you have any questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me at once. We are pleased to be of service to the Company.

Sincerely,

*/s/ Jeffrey M. Place*

Jeffrey M. Place  
Attorney at Law  
(913) 251-3739 Direct  
[jeff.place@jacksonlewis.com](mailto:jeff.place@jacksonlewis.com)  
Jackson Lewis P.C.

Enclosure

**Agreed to and Accepted by:**

*right and power to notify and engage the American Arbitration Association (AAA) to commence formal administration of the proceeding before the AAA in accordance with its then prevailing rules. The award rendered by the arbitrator(s) shall be final and may be confirmed in any court having jurisdiction thereof.*



**City of Riverside, Missouri**

---

**By:**

**Title:**

**Date:**

## **A WORD ABOUT OUR INVOICES . . .**

Invoices are sent to our clients monthly or pursuant to an insurance carrier's guidelines if applicable. Billings for services rendered on your matter(s) and for reasonable expenses incurred on your behalf are sent approximately three to four weeks after the completion of the month in which the work is performed.

As more fully discussed in the engagement letter, for any threatened or actual claim, please verify whether there is insurance of any kind that may cover the actual or potential claim and if there is, please provide prompt and complete notice to us and to the insurance carrier.

Subject to applicable guidelines, we charge for all services rendered on your matter(s) including, but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. These include reimbursement for travel-related expenses, such as lodging, meals, air travel, cab fares, auto expenses, parking fees, tolls and mileage. We also bill for all photocopying costs, telephone calls, facsimiles, postage, messenger service and, if required, delivery charges where material is sent via certified or registered mail or by express mail or package carrier. If a situation arises which requires overtime work by our secretaries, we will invoice you at our cost. All third party charges (e.g. filing, trial, and court reporter fees) are the responsibility of the client and should be paid directly by the client. The cost for computerized legal research is the rate calculated by our vendor LexisNexis. Your cost is not based on the annual discount arrangement the Firm has with LexisNexis. Payment for our services and expenses described are expected upon receipt of our invoice. We are confident our clients make every effort to pay us promptly.

We do our utmost to provide quality and professional service to our clients. In return, we expect timely payment for services rendered. A monthly service charge of one and a half percent (1.5%) is added to the unpaid balance of any invoice not paid within ninety (90) days after it is rendered.

Electronic discovery related charges will be billed directly by the vendor who provides these services, including those of our preferred vendor, Kroll Ontrack, Inc. These nonlegal services and expert witness charges are provided under separate agreement between you and the vendor or expert. The non-legal services that might be necessary for electronic discovery include: forensic collection of electronically stored information ("ESI") from your computer systems, computer forensic and other technical consulting, ESI processing, ESI uploading and search/review software hosting, ESI production, training, and project management services. You are responsible for making timely payment of their invoices so as to avoid any disruption in our legal services. Charges by Kroll or other e-services providers will be invoiced on our invoices or separately.

The above terms shall apply to each invoice unless the Firm and the client have agreed, in writing, to a modification of the billing arrangements.

Please forward all payments to our lock box:

**JACKSON LEWIS P.C.**  
**P.O. BOX 416019**  
**BOSTON, MASSACHUSETTS 02241-6019**

We also accept electronic payment of our invoices. If you choose to pay your invoice by electronic transfer, please include the invoice number in the transfer information and send payment to:

<b>Bank</b>	Bank of America N.A. One Bryant Park, 32nd Floor New York, NY 10036
<b>Routing number DOM. WIRES</b>	026009593
<b>Routing number ACH/EFT</b>	021200339
<b>Account name</b>	Jackson Lewis P.C. Attorney Business Account
<b>Account number</b>	381032861703
<b>SWIFT Code INTL WIRES</b>	BOFAUS3N
<b>Please send confirmation notice (detailing client number and invoice number) to:</b>	<a href="mailto:epayments@jacksonlewis.com">epayments@jacksonlewis.com</a>

**CREDIT CARDS - <https://www.jacksonlewis.com/payments/>**

Please note, the Firm prohibits anyone from Jackson Lewis P.C. from processing credit card information on behalf of a client.

Our foreign - based clients must ensure payment is made via international money order payable in U.S. dollars. If payment is by regular check drawn on a foreign bank, we will add \$30.00 to our bill for banking charges. If you have any questions about our billing procedures or any time or disbursement charges, please speak to the attorney responsible for your matter.

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITIES OF KANSAS CITY AND NORTH KANSAS CITY, AND THE MID-AMERICA REGIONAL COUNCIL**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**SECTION 1 – AGREEMENT APPROVED.** That the Riverside Board of Aldermen hereby approves the Agreement with the Cities of Kansas City and North Kansas City, and the Mid-America Regional Council regarding the Planning Sustainable Places Program, in substantially the form attached hereto, and the Mayor is authorized to execute the agreement.

**SECTION 2 – AUTHORITY GRANTED.** The Mayor, the City Administrator and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**SECTION 3 – EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this \_\_\_\_\_ day of February 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## AGREEMENT

This Agreement is entered into between the City of Kansas City, Missouri (“Sponsor”), the City of North Kansas City (“NKC”), the City of Riverside, Missouri (“Riverside”), and the Mid-America Regional Council (“MARC”).

1. **Purpose.** The purpose of this Agreement is to facilitate the Planning Sustainable Places (“PSP”) program which provides local governments with financial support to advance detailed planning and project development activities in support of *Connected KC 2050*’s activity centers and corridors framework. Funds received will be used to advance detailed local planning in support of the Multi-County Regional Bike/Ped Highway Barrier Removal Project as detailed in Exhibit A. The PSP seeks to facilitate the following objectives:
  - a. Support the development and implementation of local activity center plans consistent with the Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in *Connected KC 2050*.
  - b. Support localized public engagement and community consensus building.
  - c. Support the identification and conceptualization of transportation projects, land use strategies, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places initiative, *Connected KC 2050*, and the MARC Board’s adopted policy statement on regional land use direction.
2. **Term.** The Effective Date of this Agreement is as of the date last signed by the parties and shall continue until May 1, 2024.
3. **Sponsor Obligations.** Sponsor agrees to the following:
  - a. To fund its portion of the PSP program’s required local match of \$60,000.00 with a one-time payment within 30 days upon receipt of invoice by MARC for the local match;
  - b. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Sponsor if it is the entity requesting additional services;
  - c. To provide a project manager and coordinate the consultant team;
  - d. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
  - e. Agree to include designated MARC project liaison in study advisory committee; and
  - f. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
  - g. To review, provide comments and approve final consultant scope of work.

**4. NKC's Obligations.** NKC agrees to the following:

- a. To fund its portion of the PSP program's required local match of \$25,000.00 with a one-time within payment 30 days upon receipt of invoice by MARC for the local match;
- b. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the City of North Kansas City if it is the entity requesting additional services;
- c. To provide a project manager and coordinate the consultant team;
- d. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
- e. Agree to include designated MARC project liaison in study advisory committee; and
- f. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
- g. To review, provide comments and approve final consultant scope of work.

**5. Riverside's Obligations.** Riverside agrees to the following:

- a. To fund its portion of the PSP program's required local match of \$25,000.00 with a one-time within payment 30 days upon receipt of invoice by MARC for the local match;
- b. That any change order or request for additional services must be submitted through MARC to the contracted consultant. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the City of Riverside if it is the entity requesting additional services;
- c. To provide a project manager and coordinate the consultant team;
- d. To participate in the PSP program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal requirements regarding the PSP project;
- e. Agree to include designated MARC project liaison in study advisory committee; and
- f. To provide a selection committee to review consultant vendor proposals, interview prospective consultant vendors, and make final selection of vendor.
- g. To review, provide comments, and approve final consultant scope of work.

**6. MARC's Obligations.** Riverside agrees to the following:

- a. To provide project liaison and project management;
- b. To administer awarded Planning Sustainable Places federal funding of \$100,500.00, unless state or federal funding sources withdraw funding;

- c. To coordinate and conduct consultant selection process to meet state and federal procurement requirements in the use of federal funds that includes but is not limited to debarment and Disadvantaged Business Enterprise (DBE) requirements;
- d. MARC will not contract with the selected vendor until all parties approve of the final scope of work.
- e. To provide oversight of federal requirements that governs the use of federal funds in connection with the PSP program;
- f. To administer consultant invoicing and reimbursement process per state and federal guidelines; and
- g. To accept consultant deliverables only with Sponsor, NKC, and Riverside approval.

7. **Audit.** Sponsor, NKC, and Riverside shall have the right to audit this Agreement and all books, documents and records of MARC relating to this Agreement and the contracts for the completion of the PSP program. MARC shall maintain all its books, documents, plan sets, record drawings and records in hard copy and electronic version relating to this Agreement and any contracts for the completion of the PSP program during the term of this Agreement and for a period of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. The books, documents and records shall be made available to Sponsor, NKC, and Riverside within ten (10) days after the written notice of request to inspect the same is made.

Sponsor's right to audit under this Section extends to Sponsor's City Auditor, City's Internal Auditor, City's Director of Human Relations, City Manager, and Sponsor's the City department administering this Contract. NKC and Riverside's right to audit under this Section extends to their respective City Administrators, and their designees.

As used in this Section "books, documents, and records" mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all Agreement amendments and renewals.

8. **Work Authorization.** MARC agrees to execute and submit an affidavit in a form prescribed, respectively, by Sponsor, NKC, and Riverside, regarding Section 285.530, RSMo. MARC acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. MARC therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

9. **Additional Provisions.**

- a. **Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions.
- b. **Further Acts.** The Parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed
- c. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.
- d. **Modification.** This Agreement shall not be amended, modified or cancelled without the written consent of the Parties.
- e. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
- f. **No Partnership.** It is expressly understood that the Parties are not now, nor will they be engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.
- g. **Binding Effect.** This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, providing none of the Parties may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.



- h. **Representations.** The Parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.
- i. **No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise
- j. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this Agreement.

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers.

[Balance of Page Intentionally Left Blank]

**Mid-America Regional Council:**



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David Warm  
Executive Director

Date: 01/30/2023

**City of Kansas City, Missouri:**

\_\_\_\_\_  
Wes Minder  
Assistant City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Tammy Queen  
Director of Finance

Date: \_\_\_\_\_

**City of North Kansas City, Missouri:**

\_\_\_\_\_  
Bryant DeLong  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Crystal Doss, City Clerk

**City of Riverside, Missouri:**

By: \_\_\_\_\_  
Kathleen L. Rose  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: \_\_\_\_\_  
Brian E. Koral, City Administrator

Dated: \_\_\_\_\_

# Exhibit A



# Planning Sustainable Places

ADVANCING A SUSTAINABLE REGION PLACE BY PLACE

## General & Project Information [First Page]

Question	Answer
You must classify your project into one category. Select your category from the following list:	Sustainable Places Plan
Project Name:	Multi-County Regional Bike/Ped Highway Barrier Removal Project
Project Location: (city, county, and general boundaries if site-specific plan)	Riverside, Kansas City, North Kansas City, Platte and Clay Counties. Terminus Riverway Boulevard in Riverside and Chouteau Parkway in NKC/Kansas City
Total Cost	\$250,000
Federal Amount	\$150,000
Minimum Funding Amount	\$150,000
Non-federal Cash Match - <b>Must be at least 20% of Question 2.1 above...</b>	\$100,000
Source of local match:	capital improvement sales tax
Is the project scalable?	No

## Study Area & Context [Second Page]

Question	Answer
Please draw the boundaries of your proposed project's study area.	

What is in your proposed scope to connect the above destinations in your study area? Please tell us about any priority destinations that are to be connected.

As shown in the attached map, Kansas City, Riverside, Parkville, and North Kansas City have been working independently and in partnership to complete a connected multi-modal trail system highlighted by the eight mile Line Creek Trail which connects the Missouri River to Route 152. This trail connects the Missouri Riverfront, Southern Platte Pass, Linear, and Route 152 Trails and has built a network within a mile of 50,000 residents and would connect to North Kansas City and Downtown Kansas City if there was not a gap created by state highways and interstates specifically US 169 and Route 9. The purpose and need for this project is to evaluate how to connect this extensive trail system in Platte County and the employment centers in Briarcliff to the sidewalks in North Kansas City and the funded Burlington Avenue cycle track and Kansas City's recently completed reconstruction of North Oak from NE 32nd Street to NE Indianola which includes a protected bike facility. The primary users of this project would be recreational and non-motorized commuters. A multi-modal connection along Route 9 would connect Waterwell Park with Macken Park. It would connect the single and multi-family complexes in the Briarcliff area to these parks and would connect the office and retail employment areas to the residences of North Kansas City. It would also provide access to one of the Cerner complexes which is one of the Kansas City region's largest employers. The biggest benefit of this project would be bicycling commuter users such as myself who commute from Platte County to downtown Kansas City and have to navigate the 60 mph US 169 and Route 9 interchange and a railroad overpass on Route 9 which lacks shoulders and is unsafe for anyone other than a highly confident and experienced cyclist. This project once implemented would remove a gap and create a truly connected multi-modal transportation network that would connect Crown Center to the I-29/152/Zona Rosa retail area. Not doing the project will hinder the region's sustainability efforts for modal choice.

The scale of a study area is impacted by the presence of people. The layers, Population by Block, and Jobs by Block, show the numbers by block. What is in your proposed scope that addresses the scale of your study area?

Right now Kansas City, Riverside, and North Kansas City are building the regions premier multi modal connected system in counties with over 350,000 residents. This study will help implement a realistic modal choice system with real results to reduce GHG emissions. Both Riverside and North Kansas City have strong industrial job clusters which could provide economic benefits to multiple EJ tracts. However those opportunities are required to use a car because of a gap in the modal system. The project will serve Cerner, Harrah's, and Argosy which are among Clay and Platte Counties largest employers.

The mix of land use types contributes to the vibrancy of a place. The layer, Land Use Variety by Block, illustrates how many different land use types are found in a block. What is in your proposed scope that addresses land use mix?

Currently the office, retail, and residents of the mixed use Briarcliff West area are not served by any transit service. Completing this project will connect them to KC ATA Routes 201/223 on NE 32nd. North Kansas City has substantial affordable housing and this project will connect those neighborhoods to industrial and retail jobs in Riverside and North Kansas and via the trail system to Burlington Creek and Zona Rosa commercial areas. Access to Macken and Waterwell Park will be improved for folks to walk to use the parks rather than having to navigate by car. Bicycle commuting to downtown will become a safe choice for over 50,000 Platte County residents who live within a mile of the Line Creek/152/Missouri River/Southern Platte Pass Trail systems.

The project promotes housing choice by expanding the connectivity to transit service by adding bicycling or walking as a last mile option. The housing choices in parts of Riverside are varied from single family to smaller apartments. The housing choices in North Kansas City are varied from single family to



The mix of housing land use types contributes to housing choice. The layer, Housing Variety by Block, illustrates how many housing types are found in a block. What is in your proposed scope that addresses housing mix in your study area?

duplexes to clustered apartments. The housing choices in Kansas City along the Line Creek Trail are part of the first ring suburbs with one-car garages and are still affordable. These affordable housing choices are all accessible from the existing trail/bikeway network and this project will connect these varied housing choices to employment centers in Briarcliff, Riverside, and North Kansas City and give residents options depending on their income level and personal preferences rather than one-size fits all cookie cutter choices seen in outlying areas. This project will allow for people to live without the need for a car to commute from Platte to Clay to Jackson County for employment which will allow them to use the savings to afford housing in these areas. This project when complete will open up access to KCATA 201/223 along NE 32nd Street and people can choose to use transit and walk or bike from transit service to open up their housing choice.

One of the components of environmental justice is an at or above regional presence of minority populations. The layer, % Minority Population by Block, illustrates the percentage of population that is minority. What is in your scope that addresses minority populations in your study area?

The western edge of the project is located within Environmental Justice tract 300.02. This project will connect those populations to the existing ATA service provided by Routes 201/223 by removing the barrier of navigating the 60 mph US 169 and Route 9 interchange and a railroad overpass on Route 9 which lacks shoulders and is unsafe unless in a car. It will open access to employment areas in North KC and North KC Hospital by providing multi-modal transportation choice to access those jobs. It will also provide better access to North KC Library and High School for those EJ individuals. EJ populations will also have multi-modal access to sports programming access at Macken Park for healthier lifestyles.

Stormwater runoff can adversely affect infrastructure and properties. The layer, Impervious Surface, illustrates the percentage of impervious surface by block. What in your proposed scope addresses impervious surface in your study area?

The project area will add minimal impact to surface water run off as the project is a ten foot multi modal pathway. All of the project is within the Missouri River floodplain or areas with levee protection. The entities are working with the North Kansas City levee district because the project has the ability to jointly improve the levee system drainage by replacing and improving existing storm drain facilities which were designed 70 years ago and prone to clogging especially among MO 9. The project by nature promotes environmental stewardship by offering bicycling as a transportation option. The reduction in vehicle miles travel will reduce automotive air quality impacts. Currently one that wants to use a bicycle to commute from Platte County to Jackson County or vice versa has to navigate the 55 mph high speed interchange ramps at US 169 and Route 9 and also a narrow railroad bridge over Route 9 which does not have any shoulders. This situation is intimidating for 99% of the general public. This project seeks to determine a plan that would eliminate these barriers which would open up non-motorized commuting as a true choice for all of the public. The goal of this project would be to open up access to all of the industrial employers in North Kansas City and Clay County's major employers (Cerner, North Kansas City Hospital, and Harrah's) for anyone that lives in Platte County and also to open up the Riverside Horizons industrial employers which lack sufficient transit access to Clay residents. With North Kansas City's funded cycle track along Burlington Avenue and the connected multi-modal trail system shown in the attached map in Platte County, this is a major gap in a truly connected non-motorized transportation system. Vehicle emissions from commuting and short trips will be reduced by walking or biking.

North Kansas City will terminate their streetcar extension at this project. The project will connect to the Smart Moves 3.0 North Oak transit corridor. It will allow for last mile transit trips from this future Smart Moves transit route to the Briarcliff office/retail and

What is in your proposed scope to address connections in your study area? If connections are missing, tell us about them.

Riverside industrial area. It will also connect to the existing ATA service provided by Routes 201/223 that use and stop on North Oak, Burlington, and NE 32nd. Smart Moves 3.0 identifies a mobility hub in North Kansas City which exact location is not identified but this project will connect to the existing sidewalks on Burlington and the funded and soon to be constructed cycle track on Burlington so this project will connect to that mobility hub and expand access from that Smart Moves mobility hub to the Briarcliff and Riverside area for non-motorized users.

## Project Overview [Third Page]

### Question

### Answer

Project Description

Removes the "bridge of death" over MO 9 and US 169 interchange barrier. Kansas City, Riverside, Parkville, and Riverside have been working independently and in partnership to complete a connected multi-modal trail system highlighted by the eight mile Line Creek Trail which connects the Missouri River to Route 152. This trail connects the Missouri Riverfront, Southern Platte Pass, Linear, and Route 152 Trails and has built a network within a mile of 50,000 residents and would connect to North Kansas City's Burlington cycle track and Downtown Kansas City if there was not a gap created by US 169 and Route 9. The purpose and need for this project is to evaluate how to connect this extensive trail system in Platte County, begin a system in Clay County, and connect and the employment centers in Briarcliff to the sidewalks in North Kansas City and the funded Burlington Avenue cycle track and Kansas City's recently completed reconstruction of North Oak from NE 32nd Street to NE Indianola which will include a protected bike facility. The primary users of this project would be recreational and non-motorized commuters. A multi-modal connection along Route 9 would connect Waterwell Park with Macken Park. It would connect the single and multi-family complexes in the Briarcliff area to these parks and would connect the office and retail employment areas to the residences of North Kansas City. It would also provide access to one of the Cerner complexes which is one of the Kansas City region's largest employers. The biggest benefit of this project would be bicycling commuter users such as myself who commute from Platte County to downtown Kansas City and have to navigate the 60 mph US 169 and Route 9 interchange and a railroad overpass on Route 9 which lacks shoulders and is unsafe for anyone other than a highly confident and experienced cyclist. This project once implemented would remove a gap and create a truly connected multi-modal transportation network that would connect Crown Center to the I-29/152/Zona Rosa retail area.

Is the project consistent with the relevant adopted local comprehensive plan(s)?

The City has updated the Briarcliff/Winnwood Area Plan for the project area within the past five years and included the Route 9 corridor as a bicycle route. The Trails KC plan also included a connection from the Briarcliff Parkway/Route 9 interchange to the intersection of North Oak and NE 32nd Street. The current and proposed update of the BikeKC plan shows a connection along Route 9. All of these locally adopted plans show the need for this multi-modal connection because of the importance of completing our multi-modal transportation system that connects Platte County to southern Clay County and Downtown Kansas City. North Kansas City adopted a bike and trail plan which this project would implement.

Since 2008, Kansas City, Riverside, and Platte County have

Describe how this project and its outcomes directly relate to transportation issues.

partnered and completed the Line Creek Trail system and multiple connecting east-west trails. This regional bikeway trail system stops at the Clay County line at the Briarcliff Parkway and Route 9 interchange because the Route 9 expressway and US 169 interchange has created a barrier to non-motorized users. While very experienced and confident cyclists can use the shoulder along Route 9, they still have to merge into 55 mph traffic at a railroad overpass near the Kansas City waterworks plant just north of NE 32nd Street because the railroad bridge was built without shoulders for Route 9. Non-motorized users also have to cross over the high speed on ramps from Route 9 to US 169. This project will study how to remove these barriers and connect the sidewalks and bikeway trail systems at Route 9 and Briarcliff Parkway with the sidewalks and proposed cycle track along Burlington Avenue in North Kansas City. It will also look at the connecting sidewalk gaps that will be necessary to access this new multi-modal connection. The outcome of the project is to turn this motorized corridor into a multi-modal corridor so that it becomes a complete street and a connection from Platte into Clay County so that we have true transportation choice for cars, bicycles, and pedestrians and better access to existing transit service along Burlington. The project will achieve this by determining the type of facility, the location of the facility, the cost of the facility, and the implementation strategy to achieve the goal of removing the barriers to bicyclists and pedestrians. Please review the attached regional map showing the existing multi-modal system and this projects location and how it is a major gap in the network.

The Planning Sustainable Places program requires projects to include a robust citizen engagement component. Please outline this component.

During the development of the Briarcliff/Winnwood area plan, the engagement process included interaction with area residents and stakeholders utilizing: Steering Committee, Technical, Interactive Public Meetings, as well as additional meetings and presentations with institutional partners and other area stakeholders. We would reach out to the participants in that area plan effort and gauge their interest in participating in this project. In addition to that, we would include meetings at the clubhouse of the McCrite Plaza apartment complex and work with Briarcliff Development Company to host meetings in the lobby of the office complexes during the lunch hour to advertise the project and solicit input from employment users. We also would reach out to Cerner and do the same if they would allow us to host a meeting in the lobby since they would most likely have the highest probably multi-modal interested commuters. We also would host meetings with the adjacent business owners along Route 9 and NE 32nd Street. Since this is a regional project that would impact everyone who would use the regional bikeway trail system, we would advertise the project at trailhead locations using yard signs and set up mailing and survey lists. This project also has multiple public entity stakeholder groups. We will work with the North Kansas City levee district, MoDOT, Kansas City Water Department, Kansas City Parks Department, and NKCA Baseball League to utilize their distribution lists to inform their members about the project.

This project will promote Unique Community Characteristics such as: Green Infrastructure by utilizing recycled concrete as aggregate trail base and utilizing excavated rock or broken concrete as culvert outlet rip rap. Compact, Walkable Centers by connecting the residential/retail/office centers in Briarcliff to the residential areas in North Kansas City and also connecting Waterwell/Macken Parks to those areas. Integrated Trail System is the true purpose and need for this project by removing a huge barrier in the Missouri River Trail system and connecting the

One of the dominant goals of the Planning Sustainable places program is to create or enhance vibrant communities. Please explain how this project will enhance future vibrancy. (See [this link](#) for principles and concepts that contribute to a vibrant community.)

Platte County regional trail system into Clay County, North Kansas City, Downtown Kansas City, and Jackson County. Natural Resource Protection by creating a greenway trail system that will allow Kansas City Parks maintenance staff access to areas that currently are full of invasive honeysuckle and other noxious plants and staff will be able to maintain more of the area to keep these invasive plants from hindering other growth. This project will Design for Healthier Lifestyles by: Creating Pedestrian Oriented Realm by connecting sidewalks that are severed by US 169, Integrated Trail System, Compact Walkable Centers, Green Infrastructure, and promote Active Transportation/Living by grade separating crossings through the 169/9 interchange and the railroad bridge near the water plant. This project will create Vibrant Corridors and Activity Centers by helping with Compact Walkable Centers, Complete Street Design by allowing bicyclists and pedestrians to use Route 9 to connect to the multi-modal systems at Briarcliff Parkway and North Oak. This project will promote Transportation Choice by: Creating Compact Walkable Centers, Integrated Trail System, Complete Street Design, and promote Active Transportation/Living. This project will assist with Housing Choice by: Creating Context Sensitive Streets by introducing multi-modal characteristics to Route 9 to make it more urban, Compact Walkable Center, and assist with Age in Place by helping with the residents of the senior living complex of McCrite Plaza access Macken and Waterwell Parks to provide them with access to green space and the ability enjoy nature. This project is Reinvestment because it has been skipped over with leap frog development but this project will better connect the area and will include Pedestrian Oriented Realm, Compact Walkable Centers, Age in Place, and Green Infrastructure.

## Intent Questions [Fourth Page]

### Question

Describe how the project promotes improved travel choices (e.g., bicycling, walking, transit use, transportation demand strategies, etc.) For more information see the sustainability principle of Transportation Choice in the [Sustainable Land Use Resource](#).

### Answer

Currently there is a approximately 40 mile connected bikeway and trail system that one can use to get from both downtown Parkville and Riverside to retail and employment centers along Route 152 including Zona Rosa and Barrytowne at US 169 and Route 152 and even connects to I-435 via Route 45 as shown on the attached map. This system connects the majority of residential areas and employment centers in Platte County. However, this system is not connected to North Kansas City, Clay County, or Jackson County nor can Platte County residents access large employers in Clay County like Harrahs, NKC Hospital, or Cerner. This project would open up mode shift for bicycling. It would also open up walking access to multiple parks and Briarcliff. It would allow for last mile transit trips from Briarcliff office/retail and Riverside industrial to ATA Routes 201/223 on NE 32nd. This project will complete a connected multi-modal transportation network from Crown Center via bicycle facilities on Grand and the Downtown Bike Loop to the Burlington cycle track to the Platte County trail/bikeway system. It would also begin a system in Clay County that would follow the Missouri River and connect to the Chouteau Parkway complete street and major river crossing.

Currently the office, retail, and residents of the mixed use Briarcliff West area are not served by any transit service. Completing this project will connect them to KC ATA Routes 201/223 on NE 32nd. North Kansas City has substantial affordable housing and this project will connect those

Describe how the project promotes sustainable land-use patterns (e.g., mixed use, transit-oriented, walkable, affordable housing, etc.) For more information see the sustainability principle of Housing Choice or Reinvestment in the [Sustainable Land Use Resource](#).

neighborhoods to industrial and retail jobs in Riverside and Briarcliff and via the trail system to Burlington Creek and Zona Rosa areas. Access to Macken and Waterwell Park will be improved for folks to walk to use the parks rather than having to navigate by car. Bicycle commuting to downtown will become a safe choice for over 50,000 Platte County residents who live within a mile of the Line Creek/152/Missouri River/Southern Platte Pass Trail systems. It will also connect to the One North mixed use development at the SEC of I-35 and MO 210 and provide walkable access to North Kansas City Hospital and Cerner, two of the area's largest employers.

Describe how the project advances environmental stewardship. For more information see the sustainability principle of Resource Conservation and Energy Efficiency in the [Sustainable Land Use Resource](#).

The project by nature promotes environmental stewardship by offering bicycling as a transportation option. The reduction in vehicle miles travel will reduce automotive air quality impacts. Currently one that wants to use a bicycle to commute from Platte County to Jackson County or vice versa has to navigate the 55 mph high speed interchange ramps at US 169 and Route 9 and also a narrow railroad bridge over Route 9 which does not have any shoulders. This situation is intimidating for 99% of the general public. This project seeks to determine a plan that would eliminate these barriers which would open up non-motorized commuting as a true choice for all of the public. The goal of this project would be to open up access to all of the industrial employers in North Kansas City and Clay County's major employers (Cerner, North Kansas City Hospital, and Harrah's) for anyone that lives in Platte County and also to open up the Riverside Horizons industrial employers which lack sufficient transit access to Clay residents. With North Kansas City's funded cycle track along Burlington Avenue and the connected multi-modal trail system shown in the attached map in Platte County, this is a major gap in a truly connected non-motorized transportation system. Vehicle emissions from commuting and short trips will be reduced by walking or biking.

Describe how the project advances housing choice. For more information see the sustainability principle of Housing Choice in the [Sustainable Land Use Resource](#).

The project promotes housing choice by expanding the connectivity to transit service by adding bicycling or walking as a last mile option. The housing choices in parts of Riverside are varied from single family to smaller apartments. The housing choices in North Kansas City are varied from single family to duplexes to clustered apartments. The housing choices in Kansas City along the Line Creek Trail are part of the first ring suburbs with one-car garages and are still affordable. These affordable housing choices are all accessible from the existing trail/bikeway network and this project will connect these varied housing choices to employment centers in Briarcliff, Riverside, and North Kansas City and give residents options depending on their income level and personal preferences rather than one-size fits all cookie cutter choices seen in outlying areas. This project will allow for people to live without the need for a car to commute from Platte to Clay to Jackson County for employment which will allow them to use the savings to afford housing in these areas. This project when complete will open up access to KCATA 201/223 along NE 32nd Street and people can choose to use transit and walk or bike from transit service to open up their housing choice. The connection to Chouteau Parkway bike and trail system provides access to pre-WWII and multiple first generation suburban affordable housing stock.

The project improves public health by taking a high speed freeway interchange and an expressway corridor with a railroad overpass without shoulders and will create a separated bikeway/trail facility which can be used for both recreational and transportation purposes. Currently this area is a huge hinderance for anyone that is not a 1% or super confident cyclist

Describe how the project advances improved public health. For more information see the sustainability principle for Healthier Lifestyles in the [Sustainable Land Use Resource](#).

to commute from Platte County to Clay County or Downtown Kansas City or vice versa. Implementing this project will open up bicycle commuting as a mode choice for a substantial number of the 101,187 Platte County residents which would improve public health for those that choose to do so. It would also promote public health by providing a safe place for folks to walk to access either Waterwell or Macken Parks which are destination parks with sports programming and playgrounds. It would also allow transit users of KCATA 201/223 routes to walk to the Briarcliff West area. I am not sure how much more to elaborate with specific examples other than bicycling/walking choice will improve public health by constructing bicycle/walking facilities where none exist today and the existing environment is downright hostile to non-motorized users with a railroad overpass on a 55 mph expressway without shoulders. Project will also connect to North Kansas City Hospital and Macken Park allowing residents and employees to walk to retail along Armour Road.

Describe how the project supports investment in areas with existing infrastructure. For more information see the sustainability principle of Corridors & Activity Centers in the [Sustainable Land Use Resource](#).

The project area has been used for over 100 years. Route 9 was formerly US 71 and was the main way into Kansas City from Platte County. A review of the 1964 USGS map shows the waterplant, US 169, Route 9, and railroad overpass were in place and the US 169 interchange was constructed in the late 1960s. North Kansas City near NE 32nd was developed at that time and Riverside had begun developing. This project will not impact any of the existing infrastructure but will support the existing infrastructure within the project area by adding bicycle and pedestrian amenities to connect the existing bike/ped facilities at the Briarcliff Parkway/9 interchange and the Burlington corridor cycle track/sidewalk facilities. This project will complete a gap in the existing infrastructure and leverage the prior investment in the area. It will leverage existing transit service by extending last mile connections. The project also extends the Armor Road bike facilities and connects to the existing major river crossing on the Chouteau Bridge and bike and trail facilities that extend along Chouteau north to I-35.

Describe how the project improves economic growth (i.e. jobs retention, jobs generator, tax growth).

The project will improve economic growth by improving access to jobs and retaining existing jobs by making retention easier because the project will improve access to transit service (ATA 201/223) and the regional multi-modal network. The completion of a regional bikeway/trail network from downtown KCMO to the Zona Rosa area will increase quality of life marketability for companies looking at the KC region as demographers now show that people now want the option to be able to bike to work and not be required to own a car. This project serves multiple office and flex industrial complexes that can be repurposed as technology changes and the workforce changes with automation. Having this project remove the gap in the regional bikeway/trail network will assist Kansas City and North Kansas City with retaining quality technology and industrial jobs and grow new ones as part of the "Silicon Prairie" initiative because the Kansas City Area Development Council will be able to sell the quality of life of a connected bikeway system and also cycling as a commuting choice when we compete with something like an Amazon HQ2. Businesses along the south side of Route 9 which are bypassed by high speed cars will see increased visibility from non-motorized users and a couple of undeveloped infill tracts could become potential mixed use residential developments with access to employment via the cycle track and this project. We have included a letter of support from Briarcliff Development Company who has been developing at the western end of the project limits because they see the value of having

this multi-modal transportation network completed. The project will also connect NKC's planned One North mixed use project and provides for multi-modal access to three of Clay County's largest employers (Cerner, Hospital, Harrah's).

Describe how the project commits to using a planning resource(s) to understand the project area and craft the plan (e.g. scenario planning, data indicators, performance measures, environmental data or similar resources - for example list visit [insert link])

Scenario planning will be used to see how the project could improve access to transit service. Data indicators will be used to determine the existing air quality of the area and how the project might improve the metric and what congestion could be mitigated with the new facility and how much mode shift could be achieved. Environmental data from all available GIS and federal databases will be reviewed and we will utilize the NRI to identify any areas to avoid and also to see if there are any areas within excess City property or MoDOT right of way that could be used to enhance the NRI. Environmental justice GIS information will be used to identify how to connect to areas with residents who tend to not own vehicles. Visualization will include CAD and Adobe software illustrations of concepts of how the project will connect and potentially something like how Kansas City used Autodesk Infracore 360 to create a road diet visualization for the US DOT Smart Cities grant application. Other planning resources to be used will include employment/census data and GIS, pavement conditions, and market research to identify

Describe how the project promotes resiliency (physical and/or economic).

The project promotes economic resiliency by creating mode choice. With the uncertainty of gas prices, having a multi-modal network connecting downtown Kansas City to the I-29/152 Zona Rosa area will provide for bicycle commuting options when gas prices are high. It will also provide for transit choice by connecting the Briarcliff employment area to ATA service on North Oak. Otherwise if this project doesn't get funded, the region will continue to not implement true resiliency but continue to reinforce our auto oriented transportation culture. The project will continue North Kansas City's sustainability efforts to develop a bike network connecting all of its residents and businesses and connect that network to Riverside and Kansas City's networks.

Describe how the project includes innovation in concept generation and public engagement.

Since the project has no directly impacted constituency, it will have to rely on nontraditional and innovative concept generation and public engagement. We will utilize post covid online platform for the project to house all of the meeting handouts, materials, and displays. We would work with landlords and their social media coordinator to engage the retail, office, and residential tenants that would directly benefit from the project. We also would reach out to bicycle and pedestrian advocacy groups and existing North Kansas City, Kansas City, MoDOT, and Riverside notification channels to inform folks about the project. We also would work with MoDOT to utilize ITS message boards on the corridor. Lastly we would create yard style signs and place along shoulders to engage folks that cycle or walk the corridor today. We would also utilize mailing lists from previous PSP grant projects like the Burlington Corridor and Trails Nexus Study to further reach out to interested groups.

## Location Questions [Fifth Page]

Question	Answer
<p>Does this project serve MARC's defined redevelopment area? Click on the Redevelopment Area layer in the Planning Sustainable Places Atlas.</p>	<p>Yes</p>
<p>If yes, please describe.</p>	<p>Project is within a MARC defined redevelopment area as shown in the attachments. The area has been developed for over 100</p>

years and was the main way into North Kansas City from Platte County as Route 9 was originally US 71.

Is the project located in an activity center identified on MARC's map of activity centers?  
Click on the Activity Centers layer in the Planning Sustainable Places Atlas.

Yes

If yes, please describe.

Project limits are located within activity centers as shown on the attached map (EH Young Park, Briarcliff, Waterworks Park, Burlington Corridor, Armour/210 center, NKC Hospital). The project will connect these activity centers and will make the centers more walkable and multi-modal and promote transportation choice between centers by removing the barrier to non-motorized transportation created by the US 169 interchange and the Route 9 railroad bridge and providing connections to Chouteau Parkway.

Does the project serve a current or future transit corridor or mobility hub (Smart Moves 3.0)?  
Click on Mobility Services and select the Mobility Hubs or Smart Moves layer in the Planning Sustainable Places Atlas.

Yes

If yes, please describe.

The project will connect to the Smart Moves 3.0 North Oak transit corridor. It will allow for last mile transit trips from this future Smart Moves transit route to the Briarcliff office/retail and Riverside industrial area. It will also connect to the existing ATA service provided by Routes 201/223 that use and stop on North Oak, Burlington, and NE 32nd. Smart Moves 3.0 identifies a mobility hub in North Kansas City which exact location is not identified but this project will connect to the existing sidewalks on Burlington and the funded and soon to be constructed cycle track on Burlington so this project will connect to that mobility hub and expand access from that Smart Moves mobility hub to the Briarcliff and Riverside area for non-motorized users.

Does the project serve an environmental justice area(s) or has areas with hidden environmental justice populations or does the project provide connections to environmental justice area(s) with opportunities (i.e., jobs access, education, reduce health disparities, etc.)?  
Click on Environmental Justice Tracts layer in the Planning Sustainable Places Atlas.

Yes

If yes, please describe.

The western edge of the project is located within Environmental Justice tract 300.02 and the tract just west of I-29/35 as shown in attached map. This project will connect those populations to the existing ATA service provided by Routes 201/223 by removing the barrier of navigating the 60 mph US 169 and Route 9 interchange and a railroad overpass on Route 9 which lacks shoulders and is unsafe unless in a car. It will open access to employment areas in North KC and North KC Hospital by providing multi-modal transportation choice to access those jobs. It will also provide better access to North KC Library and High School for those EJ individuals. EJ populations will also have multi-modal access to sports programming access at Macken Park for healthier lifestyles.

## Partnership & Implementation Questions [Sixth Page]

### Question

### Answer

This project requires multiple partners. North Kansas City and Riverside will financially participate in the project as shown in



Describe the partnerships formed to develop the project and the manner in which these partnerships will benefit the project. In particular detail project coordination within the sponsor entity and partnership with entities outside the sponsor entity.

attached letters. This is a key connection between and to these cities and connecting them to the regional MetroGreen and bikeway network and they have included letters with this grant application. The biggest partner is MoDOT as this is all on MoDOT right of way and they have included a letter of support. Kansas City and MoDOT have successfully partnered on other bike/ped barrier removal projects such as the Route 152 Trail where MoDOT has provided right of way and KCMO has owned and maintained the bike/ped facility. We also will include the North Kansas City Levee District and other internal Kansas City stakeholders impacted by the project.

Describe if the project demonstrates sustained involvement with social equity and/or typically underrepresented stakeholders.

People who have no car often don't have the time to participate in planning activities. This project will remove a barrier to all the underrepresented individuals who see their lives not improved with continual highway expansions. The goal of this project isn't a bunch of faux engagement but an implementation plan that these groups will benefit from. We can utilize North Kansas City school district partners and other social service providers social media and email distribution networks.

Describe local activities that show commitment and ability to carry out the proposed project and support the stated project summary.

Kansas City along with Parkville, Riverside, Platte County, and North Kansas City have been investing in bicycle and trail facilities with the goal of a connected bikeway/trail system along the Missouri River that would connect to downtown Kansas City and Jackson County. This project would be the final gap in connecting the prior investments in the existing multi-modal system and Kansas City would plan to apply for future STP or TAP funding to construct the project. Upon completion of the project we would begin to budget the engineering to complete the design of the project.

## Supplemental Information [Seventh Page]

Question	Answer
File 1	<a href="#">51_9.21.pdf</a>
File 2	<a href="#">51_9.22.pdf</a>
File 3	<a href="#">51_9.23.pdf</a>
File 4	<a href="#">51_9.24.pdf</a>
File 5	<a href="#">51_9.25.pdf</a>

**RESOLUTION NO. R – 2023-009**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING JANUARY 6<sup>TH</sup> AND JANUARY 13<sup>TH</sup> IN THE AMOUNT OF \$397,320.21.**

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit “A” attached hereto;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$397,320.21 set forth in Exhibit “A” attached hereto and made a part hereof by reference are hereby authorized and approved.

**FURTHER THAT** the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



# Expense Approval Report

## By Purchased From Vendor

Post Dates 2/1/2023 - 2/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: 911 CUSTOM, LLC</b>					
911 CUSTOM, LLC	911 CUSTOM, LLC	02/07/2023	R-1 LIGHT POLE REPLACEMENT	10-226-000-41000	107.78
<b>Purchased From Vendor 911 CUSTOM, LLC Total:</b>					<b>107.78</b>
<b>Purchased From Vendor: ACE IMAGEWEAR</b>					
ACE IMAGEWEAR	ACE IMAGEWEAR	02/07/2023	BILLING FOR JANUARY 2023 - C...	10-337-101-41500	122.28
ACE IMAGEWEAR	ACE IMAGEWEAR	02/07/2023	BILLING FOR JANUARY 2023 - P...	10-337-101-41500	73.36
ACE IMAGEWEAR	ACE IMAGEWEAR	02/07/2023	BILLING FOR JANUARY 2023 - Cl...	10-337-102-41500	151.52
<b>Purchased From Vendor ACE IMAGEWEAR Total:</b>					<b>347.16</b>
<b>Purchased From Vendor: ALL COPY PRODUCTS, INC</b>					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	02/07/2023	COPIER OVERAGE / CH WORKR...	10-112-000-32300	325.42
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	02/07/2023	COPIER OVERAGE/ CH FILERO...	10-112-000-32300	254.86
<b>Purchased From Vendor ALL COPY PRODUCTS, INC Total:</b>					<b>580.28</b>
<b>Purchased From Vendor: ALPHAGRAPHICS #190</b>					
ALPHAGRAPHICS #190	ALPHAGRAPHICS #190	02/07/2023	NEWSLETTER WINTER 2022	10-112-000-32000	1,802.67
<b>Purchased From Vendor ALPHAGRAPHICS #190 Total:</b>					<b>1,802.67</b>
<b>Purchased From Vendor: AMINO BROTHERS CO., INC</b>					
AMINO BROTHERS CO., INC	AMINO BROTHERS CO., INC	02/07/2023	40th STREET PROJECT	21-080-000-53000	156,482.64
<b>Purchased From Vendor AMINO BROTHERS CO., INC Total:</b>					<b>156,482.64</b>
<b>Purchased From Vendor: APPARATUS SERVICES, LLC</b>					
APPARATUS SERVICES, LLC	APPARATUS SERVICES, LLC	02/07/2023	DODGE RAM 5500 / REPLACE S...	10-226-000-41000	488.34
<b>Purchased From Vendor APPARATUS SERVICES, LLC Total:</b>					<b>488.34</b>
<b>Purchased From Vendor: BARBER EXCAVATING LLC</b>					
BARBER EXCAVATING LLC	BARBER EXCAVATING LLC	02/07/2023	TULLISON STORM END SECTIONS	21-025-000-53000	3,435.00
<b>Purchased From Vendor BARBER EXCAVATING LLC Total:</b>					<b>3,435.00</b>
<b>Purchased From Vendor: BOARD OF POLICE COMMISSIONERS</b>					
BOARD OF POLICE COMMISSIO...	BOARD OF POLICE COMMISSIO...	02/07/2023	NOVEMBER 2022 INTAKE PROC...	10-221-000-44514	109.62
BOARD OF POLICE COMMISSIO...	BOARD OF POLICE COMMISSIO...	02/07/2023	LABORATORY EXAM	10-221-000-44514	20.00
BOARD OF POLICE COMMISSIO...	BOARD OF POLICE COMMISSIO...	02/07/2023	RADIO REPAIR	10-224-000-40709	96.80
BOARD OF POLICE COMMISSIO...	BOARD OF POLICE COMMISSIO...	02/07/2023	IRR CONSOLE 1 - RADIO REPAIR	10-224-000-40709	140.80
<b>Purchased From Vendor BOARD OF POLICE COMMISSIONERS Total:</b>					<b>367.22</b>
<b>Purchased From Vendor: BORENICH ASSOCIATES LLC</b>					
BORENICH ASSOCIATES LLC	BORENICH ASSOCIATES LLC	02/07/2023	PD LEASE PAYMENT - FEB 2023	21-086-103-21302	2,014.50
<b>Purchased From Vendor BORENICH ASSOCIATES LLC Total:</b>					<b>2,014.50</b>
<b>Purchased From Vendor: C R GR8, LLC</b>					
C R GR8, LLC	C R GR8, LLC	02/07/2023	HORIZONS TALOR CANAL PUMP...	21-025-000-53000	1,565.00
<b>Purchased From Vendor C R GR8, LLC Total:</b>					<b>1,565.00</b>
<b>Purchased From Vendor: C W NIELSEN MFG. CORPORATION</b>					
C W NIELSEN MFG. CORPORATI...	C W NIELSEN MFG. CORPORATI...	02/07/2023	OFFICER BADGES	10-221-000-56000	1,105.00
<b>Purchased From Vendor C W NIELSEN MFG. CORPORATION Total:</b>					<b>1,105.00</b>
<b>Purchased From Vendor: CAMPBELL, PAUL</b>					
CAMPBELL, PAUL	CAMPBELL, PAUL	02/07/2023	REIMBURSE TRAVEL EXPENSES	10-221-000-36000	544.61
<b>Purchased From Vendor CAMPBELL, PAUL Total:</b>					<b>544.61</b>
<b>Purchased From Vendor: COFFELT LAND TITLE INC</b>					
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	02/07/2023	WATER TOWER TITLE SEARCH	10-332-000-20700	400.00
<b>Purchased From Vendor COFFELT LAND TITLE INC Total:</b>					<b>400.00</b>
<b>Purchased From Vendor: COLUMBIA CAPITAL MANAGEMENT, LLC</b>					
COLUMBIA CAPITAL MANAGEM...	COLUMBIA CAPITAL MANAGEM...	02/07/2023	INVESTMENT MANAGEMENT/ ...	10-112-000-21300	10,734.45
<b>Purchased From Vendor COLUMBIA CAPITAL MANAGEMENT, LLC Total:</b>					<b>10,734.45</b>

Expense Approval Report

Post Dates: 2/1/2023 - 2/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: COMPLETE OFFICE SOLUTIONS INC</b>					
COMPLETE OFFICE SOLUTIONS ...	COMPLETE OFFICE SOLUTIONS ...	02/07/2023	POSTBASE 65 INK-PIC40 -17,000...	10-112-000-51500	159.00
<b>Purchased From Vendor COMPLETE OFFICE SOLUTIONS INC Total:</b>					<b>159.00</b>
<b>Purchased From Vendor: CRAWFORD CLIMBERS LLC</b>					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	02/07/2023	BNSF & 635 CLEARING	21-025-000-53000	5,850.00
<b>Purchased From Vendor CRAWFORD CLIMBERS LLC Total:</b>					<b>5,850.00</b>
<b>Purchased From Vendor: ENSZ &amp; JESTER, P.C.</b>					
ENSZ & JESTER, P.C.	ENSZ & JESTER, P.C.	02/07/2023	EMPLOYMENT PERSONNEL INV...	10-112-000-20300	160.00
<b>Purchased From Vendor ENSZ &amp; JESTER, P.C. Total:</b>					<b>160.00</b>
<b>Purchased From Vendor: EVERGY</b>					
EVERGY	EVERGY	02/07/2023	2509 W PLATTE TS / 4702 NW H...	10-331-000-26800	99.77
EVERGY	EVERGY	02/07/2023	1001 NW ARGOSY	10-336-107-25000	1,230.72
EVERGY	EVERGY	02/07/2023	2901 NW VIVION	10-336-108-25000	100.48
EVERGY	EVERGY	02/07/2023	2805 NW VIVION	10-336-111-25000	178.69
EVERGY	EVERGY	02/07/2023	2025 VALLEY / 2626 NW PLATTE...	10-336-112-25000	344.24
EVERGY	EVERGY	02/07/2023	3880 ARGOSY PKWY / 4026 AR...	10-336-113-25000	18.53
EVERGY	EVERGY	02/07/2023	4026 ARGOSY CASINO PKWY	10-336-121-25000	18.56
EVERGY	EVERGY	02/07/2023	3902 NW VAN DE POPULIER	10-336-121-25000	21.38
EVERGY	EVERGY	02/07/2023	2626 NW PLATTE RD	10-336-121-25000	31.39
EVERGY	EVERGY	02/07/2023	4103 NW TREMONT RD	10-336-121-25000	414.68
EVERGY	EVERGY	02/07/2023	3050 NW VIVION RD	10-336-121-25000	1,145.21
EVERGY	EVERGY	02/07/2023	4200 NW RIVERSIDE / 4200 NW...	10-337-101-25000	658.89
EVERGY	EVERGY	02/07/2023	2950 NW VIVION RD	10-337-102-25000	4,158.52
EVERGY	EVERGY	02/07/2023	2990 & 3050 NW VIVION/4700 ...	10-337-103-25000	5,656.52
EVERGY	EVERGY	02/07/2023	4498 HIGH DR	10-337-104-25000	953.59
EVERGY	EVERGY	02/07/2023	4500 NW HIGH DRIVE	10-337-105-25000	314.95
EVERGY	EVERGY	02/07/2023	4100 & 4102 NW RIVERSIDE DR	10-337-106-25000	507.00
EVERGY	EVERGY	02/07/2023	STREETLIGHTS - 12/31 TO 01/31...	10-331-000-26800	22,663.93
<b>Purchased From Vendor EVERGY Total:</b>					<b>38,517.05</b>
<b>Purchased From Vendor: FIREFIGHTER SELECTION, INC</b>					
FIREFIGHTER SELECTION, INC	FIREFIGHTER SELECTION, INC	02/07/2023	FIRE DEPT TEST	10-226-000-36400	1,294.00
<b>Purchased From Vendor FIREFIGHTER SELECTION, INC Total:</b>					<b>1,294.00</b>
<b>Purchased From Vendor: HOUSTON EXCAVATING</b>					
HOUSTON EXCAVATING	HOUSTON EXCAVATING	02/07/2023	RINKER EAST	21-020-000-54000	4,680.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	02/07/2023	RINKER EAST	21-020-000-54000	8,610.00
<b>Purchased From Vendor HOUSTON EXCAVATING Total:</b>					<b>13,290.00</b>
<b>Purchased From Vendor: ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC</b>					
ICC COMMUNITY DEVELOPMEN...	ICC COMMUNITY DEVELOPMEN...	02/07/2023	LASERFICHE SW ASSURANCE PL...	10-112-000-40700	5,730.00
<b>Purchased From Vendor ICC COMMUNITY DEVELOPMENT SOLUTIONS, LLC Total:</b>					<b>5,730.00</b>
<b>Purchased From Vendor: JOHNSON'S CONSTRUCTION LLC</b>					
JOHNSON'S CONSTRUCTION LLC	JOHNSON'S CONSTRUCTION LLC	02/07/2023	DISPATCH KITCHEN VENT	21-039-000-53000	2,259.00
<b>Purchased From Vendor JOHNSON'S CONSTRUCTION LLC Total:</b>					<b>2,259.00</b>
<b>Purchased From Vendor: KCFD</b>					
KCFD	KCFD	02/07/2023	AMBULANCE SERVICE 07/2022 ...	10-226-000-44800	25,444.44
KCFD	KCFD	02/07/2023	AMBULANCE SERVICE 10/2022 ...	10-226-000-44800	25,444.44
<b>Purchased From Vendor KCFD Total:</b>					<b>50,888.88</b>
<b>Purchased From Vendor: KCMO WATER SERVICES</b>					
KCMO WATER SERVICES	KCMO WATER SERVICES	02/07/2023	4200 RIVERSIDE ST - 11-30 TO 1...	10-337-101-25400	115.85
KCMO WATER SERVICES	KCMO WATER SERVICES	02/07/2023	4498 HIGH DR - 11/30 TO 12/31...	10-337-104-25400	76.09
KCMO WATER SERVICES	KCMO WATER SERVICES	02/07/2023	2990 NW VIVION RD - 11/30 TO...	10-337-103-25400	37.87
<b>Purchased From Vendor KCMO WATER SERVICES Total:</b>					<b>229.81</b>
<b>Purchased From Vendor: LOGO U UP, LLC</b>					
LOGO U UP, LLC	LOGO U UP, LLC	02/07/2023	BLACK POLO	10-223-000-56000	40.00
<b>Purchased From Vendor LOGO U UP, LLC Total:</b>					<b>40.00</b>

Expense Approval Report

Post Dates: 2/1/2023 - 2/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: LOOMIS ARMORED US, LLC</b>					
LOOMIS ARMORED US, LLC	LOOMIS ARMORED US, LLC	02/07/2023	COURIER SERVICE/ JANUARY 20...	10-112-000-43800	162.81
<b>Purchased From Vendor LOOMIS ARMORED US, LLC Total:</b>					<b>162.81</b>
<b>Purchased From Vendor: LYNCHPIN IDEAS, LLC</b>					
LYNCHPIN IDEAS, LLC	LYNCHPIN IDEAS, LLC	02/07/2023	NEWSLETTER/ JANUARY 2023	10-112-000-32001	2,200.00
<b>Purchased From Vendor LYNCHPIN IDEAS, LLC Total:</b>					<b>2,200.00</b>
<b>Purchased From Vendor: MIDWEST SHREDDING SERVICE LLC</b>					
MIDWEST SHREDDING SERVICE ...	MIDWEST SHREDDING SERVICE ...	02/07/2023	CITY HALL, PUBLIC SAFETY, PUB...	10-224-000-34002	85.00
<b>Purchased From Vendor MIDWEST SHREDDING SERVICE LLC Total:</b>					<b>85.00</b>
<b>Purchased From Vendor: MISSOURI ANIMAL CONTROL ASSOC.</b>					
MISSOURI ANIMAL CONTROL A...	MISSOURI ANIMAL CONTROL A...	02/07/2023	2023 ANNUAL MEMBERSHIP	10-819-000-34500	20.00
<b>Purchased From Vendor MISSOURI ANIMAL CONTROL ASSOC. Total:</b>					<b>20.00</b>
<b>Purchased From Vendor: MISSOURI HOME DOCK CITIES ASSOCIATION</b>					
MISSOURI HOME DOCK CITIES ...	MISSOURI HOME DOCK CITIES ...	02/07/2023	INDEPENDENT LOBBYIST & MA...	10-112-000-20300	15,000.00
<b>Purchased From Vendor MISSOURI HOME DOCK CITIES ASSOCIATION Total:</b>					<b>15,000.00</b>
<b>Purchased From Vendor: MISSOURI ONE CALL SYSTEM, INC</b>					
MISSOURI ONE CALL SYSTEM, I...	MISSOURI ONE CALL SYSTEM, I...	02/07/2023	LOCATE FEES (137) / JANUARY ...	10-331-000-21306	184.95
<b>Purchased From Vendor MISSOURI ONE CALL SYSTEM, INC Total:</b>					<b>184.95</b>
<b>Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL</b>					
MISSOURI STATE HIGHWAY PA...	MISSOURI STATE HIGHWAY PA...	02/01/2023	FIELD TRAINING OFFICER TUITI...	10-221-000-36400	630.00
<b>Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:</b>					<b>630.00</b>
<b>Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL</b>					
MISSOURI STATE HIGHWAY PA...	MISSOURI STATE HIGHWAY PA...	02/07/2023	ADMIN/HR CRIMINAL RECORDS...	10-115-000-30800	99.75
<b>Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:</b>					<b>99.75</b>
<b>Purchased From Vendor: MISSOURI STATE TROOPER ASSOC.</b>					
MISSOURI STATE TROOPER ASS...	MISSOURI STATE TROOPER ASS...	02/07/2023	ACADEMY CLASSES	10-221-000-36400	315.00
<b>Purchased From Vendor MISSOURI STATE TROOPER ASSOC. Total:</b>					<b>315.00</b>
<b>Purchased From Vendor: MOTOROLA SOLUTIONS, INC</b>					
MOTOROLA SOLUTIONS, INC	MOTOROLA SOLUTIONS, INC	02/07/2023	EVIDENCE LIBRARY.COM STOR...	10-221-000-40002	420.81
MOTOROLA SOLUTIONS, INC	MOTOROLA SOLUTIONS, INC	02/07/2023	EVIDENCE LIBRARY.COM STOR...	10-221-000-40002	435.63
<b>Purchased From Vendor MOTOROLA SOLUTIONS, INC Total:</b>					<b>856.44</b>
<b>Purchased From Vendor: MUNICIPAL EMERGENCY SERVICES, INC</b>					
MUNICIPAL EMERGENCY SERVI...	MUNICIPAL EMERGENCY SERVI...	02/07/2023	STRUCTURAL FIRE BOOT	10-226-000-56002	477.60
<b>Purchased From Vendor MUNICIPAL EMERGENCY SERVICES, INC Total:</b>					<b>477.60</b>
<b>Purchased From Vendor: NAVRATIL, FRANKIE J</b>					
NAVRATIL, FRANKIE J	NAVRATIL, FRANKIE J	02/07/2023	MUNICIPAL CONTRACT INDIGE...	10-216-000-21301	600.00
<b>Purchased From Vendor NAVRATIL, FRANKIE J Total:</b>					<b>600.00</b>
<b>Purchased From Vendor: NUESYNERGY, INC</b>					
NUESYNERGY, INC	NUESYNERGY, INC	02/07/2023	ADMIN FEE FOR HSA & CAFETER...	10-115-000-31610	437.95
<b>Purchased From Vendor NUESYNERGY, INC Total:</b>					<b>437.95</b>
<b>Purchased From Vendor: P1 GROUP, INC</b>					
P1 GROUP, INC	P1 GROUP, INC	02/07/2023	CITY HALL/REWIRE LOBBY VAV	10-337-102-41500	2,771.80
P1 GROUP, INC	P1 GROUP, INC	02/07/2023	CITY HALL/CHECK & REPAIR TE...	10-337-102-41500	2,499.93
P1 GROUP, INC	P1 GROUP, INC	02/07/2023	CITY HALL/CHK AND REPAIR VA...	10-337-102-41500	2,714.42
<b>Purchased From Vendor P1 GROUP, INC Total:</b>					<b>7,986.15</b>
<b>Purchased From Vendor: PLATTE COUNTY BOARD OF ELECTION COMMISSIONERS</b>					
PLATTE COUNTY BOARD OF ELE...	PLATTE COUNTY BOARD OF ELE...	02/07/2023	CITY'S SHARE/ 2023 GENERAL ...	10-112-000-43200	1,291.62
<b>Purchased From Vendor PLATTE COUNTY BOARD OF ELECTION COMMISSIONERS Total:</b>					<b>1,291.62</b>
<b>Purchased From Vendor: REJIS COMMISSION</b>					
REJIS COMMISSION	REJIS COMMISSION	02/07/2023	LEWEB SUBSCRIPTION SERVICE/...	10-223-000-43401	913.76
<b>Purchased From Vendor REJIS COMMISSION Total:</b>					<b>913.76</b>
<b>Purchased From Vendor: ROOFLINK, LLC</b>					
ROOFLINK, LLC	ROOFLINK, LLC	02/07/2023	INSPECTION RIVERSIDE PUBLIC ...	21-086-103-65000	22,500.00
ROOFLINK, LLC	ROOFLINK, LLC	02/07/2023	INSPECTION RIVERSIDE PUBLIC ...	21-086-103-65000	9,000.00

Expense Approval Report

Post Dates: 2/1/2023 - 2/7/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
ROOFLINK, LLC	ROOFLINK, LLC	02/07/2023	ROOF INSPECTION ADMINISTR...	10-337-102-41500	1,500.00
<b>Purchased From Vendor ROOFLINK, LLC Total:</b>					<b>33,000.00</b>
<b>Purchased From Vendor: RSM US LLP</b>					
RSM US LLP	RSM US LLP	02/07/2023	FINAL PAYMENT/ 2021/2022 A...	10-112-000-20500	13,072.50
<b>Purchased From Vendor RSM US LLP Total:</b>					<b>13,072.50</b>
<b>Purchased From Vendor: SATELLITE SHELTERS, INC</b>					
SATELLITE SHELTERS, INC	SATELLITE SHELTERS, INC	02/07/2023	TRAILER RENTAL 01/23 TO 02/23	10-226-000-44521	3,450.00
<b>Purchased From Vendor SATELLITE SHELTERS, INC Total:</b>					<b>3,450.00</b>
<b>Purchased From Vendor: SMART PRO TECHNOLOGIES</b>					
SMART PRO TECHNOLOGIES	SMART PRO TECHNOLOGIES	02/07/2023	MICROSOFT 365 BUSINESS STA...	10-112-000-40700	2,241.96
<b>Purchased From Vendor SMART PRO TECHNOLOGIES Total:</b>					<b>2,241.96</b>
<b>Purchased From Vendor: SMITH, DANIEL</b>					
SMITH, DANIEL	SMITH, DANIEL	02/07/2023	BAND/SENIOR DANCE ON 02/0...	10-341-100-44522	500.00
<b>Purchased From Vendor SMITH, DANIEL Total:</b>					<b>500.00</b>
<b>Purchased From Vendor: SUPERIOR ELECTRICAL CONSTRUCTION, INC</b>					
SUPERIOR ELECTRICAL CONSTR...	SUPERIOR ELECTRICAL CONSTR...	02/07/2023	DISPATCH KITCHEN OVEN & MI...	21-039-000-53000	646.76
<b>Purchased From Vendor SUPERIOR ELECTRICAL CONSTRUCTION, INC Total:</b>					<b>646.76</b>
<b>Purchased From Vendor: TOWN &amp; COUNTRY BUILDING SERVICES</b>					
TOWN & COUNTRY BUILDING S...	TOWN & COUNTRY BUILDING S...	02/07/2023	JANITORIAL SERVICE COMM CN...	10-337-104-44203	1,885.00
TOWN & COUNTRY BUILDING S...	TOWN & COUNTRY BUILDING S...	02/07/2023	JANITORIAL SERVICE CITY HALL -...	10-337-102-44200	1,885.00
TOWN & COUNTRY BUILDING S...	TOWN & COUNTRY BUILDING S...	02/07/2023	JANITORIAL SERVICE PUBLIC W...	10-337-102-44200	260.00
<b>Purchased From Vendor TOWN &amp; COUNTRY BUILDING SERVICES Total:</b>					<b>4,030.00</b>
<b>Purchased From Vendor: WAYSIDE WAIFS</b>					
WAYSIDE WAIFS	WAYSIDE WAIFS	02/07/2023	STRAYS - OCTOBER 2022 TO DE...	10-819-000-44503	450.00
<b>Purchased From Vendor WAYSIDE WAIFS Total:</b>					<b>450.00</b>
<b>Purchased From Vendor: WILLIAMS &amp; CAMPO, P.C.</b>					
WILLIAMS & CAMPO, P.C.	WILLIAMS & CAMPO, P.C.	02/07/2023	LEGAL SERVICES JANUARY 2023	10-112-000-20300	6,206.00
<b>Purchased From Vendor WILLIAMS &amp; CAMPO, P.C. Total:</b>					<b>6,206.00</b>
<b>Purchased From Vendor: WILLIAMS, SPURGEON, KUHL &amp; FRESHNOCK ARCHITECTS, INC</b>					
WILLIAMS, SPURGEON, KUHL &...	WILLIAMS, SPURGEON, KUHL &...	02/07/2023	PUBLIC SAFETY RENOVATION/ ...	21-086-000-50000	3,698.76
<b>Purchased From Vendor WILLIAMS, SPURGEON, KUHL &amp; FRESHNOCK ARCHITECTS, INC Total:</b>					<b>3,698.76</b>
<b>Purchased From Vendor: WITT, HICKLIN, SNIDER &amp; FAIN, P.C.</b>					
WITT, HICKLIN, SNIDER & FAIN, ...	WITT, HICKLIN, SNIDER & FAIN, ...	02/07/2023	LEGAL SERVICES	10-112-000-20300	370.81
<b>Purchased From Vendor WITT, HICKLIN, SNIDER &amp; FAIN, P.C. Total:</b>					<b>370.81</b>
<b>Grand Total:</b>					<b>397,320.21</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	176,578.55	630.00
21 - CAPITAL IMPROVEMENTS FUND	220,741.66	0.00
<b>Grand Total:</b>	<b>397,320.21</b>	<b>630.00</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-112-000-20300	Other Legal Fees	21,736.81	0.00
10-112-000-20500	City Auditor	13,072.50	0.00
10-112-000-21300	Other Professional Fees	10,734.45	0.00
10-112-000-32000	Printing	1,802.67	0.00
10-112-000-32001	Publications	2,200.00	0.00
10-112-000-32300	Copy Machine Maintenanc...	580.28	0.00
10-112-000-40700	Software Maintenance Fe...	7,971.96	0.00
10-112-000-43200	Election Expenditures	1,291.62	0.00
10-112-000-43800	Banking Fees	162.81	0.00
10-112-000-51500	Postage	159.00	0.00
10-115-000-30800	Lab Work	99.75	0.00
10-115-000-31610	Benefit Management	437.95	0.00
10-216-000-21301	Indigent Legal Services	600.00	0.00
10-221-000-36000	Travel Expenses	544.61	0.00
10-221-000-36400	Training/Seminars	945.00	630.00
10-221-000-40002	Software Maintenance	856.44	0.00
10-221-000-44514	Crim. Invest Lab	129.62	0.00
10-221-000-56000	Uniforms	1,105.00	0.00
10-223-000-43401	CJIS Subscription	913.76	0.00
10-223-000-56000	Uniforms	40.00	0.00
10-224-000-34002	Midwest Shredding	85.00	0.00
10-224-000-40709	Self Insurance Maintenanc...	237.60	0.00
10-226-000-36400	Training/Seminars	1,294.00	0.00
10-226-000-41000	Vehicle Maintenance	596.12	0.00
10-226-000-44521	Other Expenses	3,450.00	0.00
10-226-000-44800	Ambulance Service	50,888.88	0.00
10-226-000-56002	PPE Equipment	477.60	0.00
10-331-000-21306	One Call	184.95	0.00
10-331-000-26800	City-Wide Streetlighting	22,763.70	0.00
10-332-000-20700	Engineering Fees	400.00	0.00
10-336-107-25000	Electricity - EH Young	1,230.72	0.00
10-336-108-25000	Electricity - Renner	100.48	0.00
10-336-111-25000	Electricity - Welcome Plaza	178.69	0.00
10-336-112-25000	Electricity - Fountains	344.24	0.00
10-336-113-25000	Electricity - ROW Irrigatio...	18.53	0.00
10-336-121-25000	Electricity Horizons ROW	1,631.22	0.00
10-337-101-25000	Electricity - PW	658.89	0.00
10-337-101-25400	Water - Public Works	115.85	0.00
10-337-101-41500	Building Maint. - Public W...	195.64	0.00
10-337-102-25000	Electricity - City Hall	4,158.52	0.00
10-337-102-41500	Building Maint. - City Hall	9,637.67	0.00
10-337-102-44200	Custodial - City Hall	2,145.00	0.00
10-337-103-25000	Electricity - Public Safety	5,656.52	0.00
10-337-103-25400	Water - Public Safety	37.87	0.00
10-337-104-25000	Electricity - Comm. Center	953.59	0.00
10-337-104-25400	Water - Community Center	76.09	0.00
10-337-104-44203	Custodial - Community Ce...	1,885.00	0.00
10-337-105-25000	Electricity - Old Ps	314.95	0.00
10-337-106-25000	Electricity - Kitterman	507.00	0.00
10-341-100-44522	Recreational Programs	500.00	0.00
10-819-000-34500	Professional Dues	20.00	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
10-819-000-44503	Animal Control	450.00	0.00
21-020-000-54000	Other - Dirt	13,290.00	0.00
21-025-000-53000	Construction - Infrastruct...	10,850.00	0.00
21-039-000-53000	Construction Facility Upgr...	2,905.76	0.00
21-080-000-53000	Construction - 40th St Sma..	156,482.64	0.00
21-086-000-50000	Design - Public Safety Ren...	3,698.76	0.00
21-086-103-21302	Police Lease	2,014.50	0.00
21-086-103-65000	Public Safety Reno Expen...	31,500.00	0.00
	<b>Grand Total:</b>	<b>397,320.21</b>	<b>630.00</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	210,093.05	630.00
02580	10,850.00	0.00
03980	2,905.76	0.00
08080	156,482.64	0.00
08610	3,698.76	0.00
21780	13,290.00	0.00
	<b>Grand Total:</b>	<b>397,320.21</b>





Upstream from ordinary.

**2950 NW Vivion Road  
Riverside, Missouri 64150**

**MEMO DATE:** January 31, 2023  
**AGENDA DATE:** February 7, 2023  
**TO:** Mayor and Board of Aldermen  
**FROM:** Noel Bennion  
**RE:** Change Order 11: Crossland Construction Company, Inc.  
 Additions & Renovation Riverside Public Safety (537-086)

**BACKGROUND:** The parapet walls for the building needed to be constructed differently than designed, requiring more materials and labor. We intend to recaulk the clerestory windows to decrease any chance of snow melt from entering the newly-renovated building. The sally port contained drain tile that was not shown on the drawings. It was damaged during floor excavation and needed to be replaced. As part of the re-roofing, it was necessary to reflash and reseal the curb for an existing RTU.

**BUDGETARY IMPACT:** An increase of \$17,176.88.

Original Contract Amount	\$4,717,000.00
Total of Previous Changes**	\$ 142,389.01
Total this Change Order	\$ 17,176.88
Current Contract Total	\$4,876,565.89

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Crossland Construction Company, Inc.

**\*\*LISTING OF PREVIOUS CHANGE ORDERS:**

CO1: Relocate conduit in walls	\$ 33,413.48
CO2: Replace degraded sewer pipe	\$ 9,671.55
CO3: Reuse existing VAV units	-\$ 2,535.81
CO4: Keep existing windows	-\$ 3,520.91
CO5: Lighting, vapor barrier, panels	\$ 2,425.95
CO6: Rated Ceilings, floor drains, roof coping, broken sanitary pipe	\$ 62,533.52
CO7: Vanity, interview & bunk lights, locker ventilation	\$ 5,982.93
CO8: Remove soap dispensers	\$ -1,751.19
CO9: PRI3, Fire Kitchen Hood, Fire Conference Room, etc.	\$ 29,269.94
CO10: New flashing for existing condenser roof units	\$ 6,899.55
Total	\$142,389.01

**RESOLUTION NO. R-2023-012**

**A RESOLUTION APPROVING CHANGE ORDER 11 TO THE AGREEMENT WITH  
CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS &  
RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED  
CONTRACT AMOUNT OF \$4,876,565.89 FOR SUCH PURPOSES**

**WHEREAS**, the City of Riverside (“City”) issued an Invitation to Bid for the Additions & Renovations Riverside Public Safety (Project No. 537-086) (“Project”) which was awarded to Crossland Construction Company, Inc. (“Crossland”) pursuant to Resolution R-2022-038; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 11 to the agreement with Crossland, resulting in a total revised contract amount not to exceed \$4,876,565.89.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** Change Order 11 to the Agreement between the City and Crossland, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$4,876,565.89.

**FURTHER THAT** the Mayor, City Administrator and all other required city officials are authorized to take such other actions and/or execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of February 2023.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk



# AIA<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*

Additions & Renovation  
Riverside Public Safety  
2990 NW Vivion Rd.  
Riverside, MO 64150

**CONTRACT INFORMATION:**

Contract For: General Construction  
Date: May 16, 2022  
Notice to Proceed: July 11, 2022

**CHANGE ORDER INFORMATION:**

Change Order Number: 011  
Date: January 17, 2023

**OWNER:** *(Name and address)*

City of Riverside  
2950 NW Vivion Road  
Riverside, MO 64150

**ARCHITECT:** *(Name and address)*

WSKF, Inc.  
110 Armour Road  
North Kansas City, MO 64116

**CONTRACTOR:** *(Name and address)*

Crossland Construction Company, Inc.  
833 S. East Avenue  
Columbus, KS 66725

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Per PCO0027 dated 1/17/2023, the cost to build the parapets per details in ASI 011. Includes framing, labor, and equipment for new parapet walls; roofing, sheet metal, and flashing; steel and welder to add angle iron on G12.

**\$10,286.15 - Increased Cost**

2. Per PCO0030 dated 1/12/2023, the cost to recaulk the window perimeters and seals at the lobby clerestory windows.

**\$3,245.55 - Increased Cost**

3. Per PCO0033 dated 12/18/2022, the cost to replace the sally port drain tile that was damaged during the sally port excavation.

**\$2,594.13 - Increased Cost**

4. Per PCO0041 dated 1/17/2023, the cost to reflash and reseal existing curb per city direction.

**\$1,051.05 - Increased Cost**

**\$17,176.88 - Total Increased Cost for Change Order No. Eleven.**

The original Contract Sum was	\$	<u>4,717,000.00</u>
The net change by previously authorized Change Orders	\$	<u>142,389.01</u>
The Contract Sum prior to this Change Order was	\$	<u>4,859,389.01</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>17,176.88</u>
The new Contract Sum including this Change Order will be	\$	<u>4,876,565.89</u>

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be March 8, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

WSKF, Inc.

**ARCHITECT** *(Firm name)*

Rick Kuhl, RA

Digitally signed by Rick Kuhl, RA  
DN: c=US, E=rkuhl@wskf.com,  
O=WSKF, Inc., CN=Rick Kuhl, RA\*  
Date: 2023.01.26 08:57:39-0600

Crossland Construction Company, Inc.

**CONTRACTOR** *(Firm name)*

Ryan Wacker

Digitally signed by Ryan Wacker  
DN: c=US, E=ryan@crossland.com,  
O=Crossland Construction Company, Div:Ryan  
Wacker  
Date: 2023.01.26 10:31:26-0600

City of Riverside

**OWNER** *(Firm name)*

---

SIGNATURE

Rick Kuhl, Principal

---

PRINTED NAME AND TITLE

01/26/2023

---

DATE

---

SIGNATURE

Ryan Wacker, Project Manager

---

PRINTED NAME AND TITLE

1/26/2023

---

DATE

---

SIGNATURE

---

PRINTED NAME AND TITLE

---

DATE





Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/17/2023

Number: 0027

Subject: New Parapet Details\_Rev2

Source of Funding: Owner Contract Change Order

Description

Cost to build the parapets per details in ASI 011. Includes framing, labor, and equipment for new parapet walls; roofing, sheet metal, and flashing; steel and welder to add angle iron on G12.

Days Requested: 0

Change Total: \$10,286.15

Item Number	Description	Amount
01	Additional framing, materials, and labor to install parapets per new details.	\$4,652.00
02	Cost for additional roofing and sheet metal scope. Metal wall panels are priced in lieu of sheet metal to prevent 'oil canning' of sheet metal.	\$2,811.00
03	Cost for Delta to remove the existing gutter on the west addition to allow for framing installation.	\$1,248.00
04	P&O on Subcontracts	\$435.55
05	Cost to install new angle iron on detail G12.	\$912.00
06	Angle iron added in detail G12.	\$124.00
07	P&O on Self Perform	\$103.60

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106  
913-371-7100 PHONE  
913-371-7107 FAX  
[www.deltaservices.com](http://www.deltaservices.com)

November 10, 2022

Crossland Construction  
Attn: Ryan Wacker  
3252 Roanoke Road  
Kansas City, MO 64111

Re: **Riverside Public Safety  
Roof Replacement**

**Re: ASI 11 clarifications & modifications**

Mr. Wacker,

Please find below associated cost for material and labor for clarifications and modifications to expansion joints/walls at Riverside Public Safety per ASI 011.

Work includes:

1. Credit for roofing material and labor per details in ASI 11.
2. Material and labor to install metal wall panels (as prefinished sheet metal flashing is not feasible) per detail A12/ A1.06.
3. Material and labor to re-roof/flash per clarifications of details A12, G12, & H7/ A1.06 and A12/ A1.07.

Excludes:

1. All items not included in above scope of work.
2. Repairs for damages by other trades.
3. Overtime.

Labor: \$109.42/hr X 1 man-hour	(\$ 109.42)
Materials:	(\$ 405.64)
Subcontractor proposal (DB2 Services)	\$ 3,139.19
Markup of Subcontractor 5%:	\$ 131.21
Bonding:	\$ 55.66
<b>Total:</b>	<b>\$ 2,811.00</b>

Respectfully Yours,

*Jamie Fletchall*

Jamie Fletchall  
Project Manager



4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106

ARCHITECTURAL SHEETMETAL  
www.db2services.com

PHONE: 913-677-2408  
FAX: 913-677-0909

November 10, 2022

**PROPOSAL**

**To:** Delta Innovative Services  
**Attn:** Jamie Fletchall  
**Project:** Riverside Public Safety

---

**SCOPE:** Provide and install metal wall panels per revised details A12/A1.06 in ASI 011.

•Labor and Material to Shop Fabricate and Install Metal Wall Panels

Shop Drawings:	\$0.00
Material:	\$ 957.37
Shop Fab:	\$ 132.52
Equipment:	\$0.00
Demo:	\$0.00
Field Labor:	\$ 1,763.92
Sub-Total:	\$ 2,853.81
OH & P 10%:	\$ 285.38
Total Sum Of:	\$ 3,139.19

**Exclusions:**

- Wood Blocking
- Masonry Work

**Schedule:**

- Shop Fab:
- Field Install:

Sincerely,

Kyle Hanks  
Project Manager  
DB2 Services, Inc.



4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106  
913-371-7100 PHONE  
913-371-7107 FAX  
[www.deltaservices.com](http://www.deltaservices.com)

November 22, 2022

Crossland Construction  
Attn: Ryan Wacker  
3252 Roanoke Road  
Kansas City, MO 64111

Re: **Riverside Public Safety  
Roof Replacement**

**Re: Remove existing gutter fascia for framing installation by others (at NW side of North tower below standing seam roof) & re-install existing gutter fascia**

Mr. Wacker,

Please find below associated cost to remove existing gutter fascia, install framing (by others), and install existing gutter fascia as requested at Riverside Public Safety.

Subcontractor proposal (DB2 Services)	\$ 2,354.20
Markup of Subcontractor 5%:	\$ 117.71
Bonding:	\$ 24.09
<b>Total:</b>	<b>\$ 2,496.00</b>

Respectfully Yours,

*Jamie Fletchall*

Jamie Fletchall  
Project Manager





4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106

ARCHITECTURAL SHEETMETAL  
www.db2services.com

PHONE: 913-677-2408  
FAX: 913-677-0909

November 21, 2022

**PROPOSAL**

**To:** Delta Innovative Services  
**Attn:** Jamie Fletchall  
**Project:** Riverside Public Safety

**SCOPE: Remove Existing Gutter Fascia Facade So New Framing Can Be Installed on The NW Side of The North Tower Below the Standing Seam Roof. Reinstall Existing Gutter Fascia Facade.**

**Item Description: Remove and Reinstall Existing Materials, With New Sealant and Stainless-Steel Rivets & Screws**

•Labor and Material to Shop Fabricate and Install,

<b>Shop Drawings:</b>	\$0.00
<b>Material:</b>	\$181.28
<b>Shop Fab:</b>	\$151.38
<b>Equipment:</b>	\$0.00
<b>Demo:</b>	\$0.00
<b>Field Labor:</b>	\$1807.52
<b>Sub-Total:</b>	<b>\$2140.18</b>
<b>OH &amp; P 10%:</b>	\$214.02
<b>Total Sum Of:</b>	<b>\$2354.20</b>

**Qualifications:**

- 

**Exclusions:**

- Any removal, or reinstallation of existing the standing seam panels if it's an apron gutter and can not be removed with removing screws out of the gutter brackets.

**Schedule:**

- Shop Fab:
- Field Install:

Sincerely,



*Kyle Hanks*

Kyle Hanks  
Project Manager  
DB2 Services, Inc.

Riverside Public Safety



Kevin Kimbrough <aaabuilders@gmail.com>  
To Ryan Wacker

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#)  

Mon 12/5/2022 12:40 PM

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

The follow are the extra's showing the break out of material/labor.

G12:

Credit Material \$176.00

Credit Labor: \$1,080.00

ADD for wood Material: \$130.00

Labor: \$480.00

Total Credit of \$646.00

Riverside Public Safety



Kevin Kimbrough <aaabuilders@gmail.com>  
To Ryan Wacker

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#)  

Tue 11/8/2022 10:01 AM

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.


Ryan,

The following are extras on the Riverside Public Safety project:

Deduct for 6" wall with denglass

\$1,082.00

Re: Riverside Public Safety

 Kevin Kimbrough <aaabuilders@gmail.com>  
To: Ryan Wacker

[Reply](#) [Reply All](#) [Forward](#)  

Fri 11/4/2022 8:34 AM


Start your reply all with: [Received, thank you.](#) [Thank you!](#) [Received, and accepted.](#)  Feedback

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,


To add two layers of Densglass will be an additional  
Material \$180.00  
Labor: \$333.00  
TOTAL: \$513.00

Re: Riverside Public Safety

 Kevin Kimbrough <aaabuilders@gmail.com>  
To: Ryan Wacker

[Reply](#) [Reply All](#) [Forward](#)  

Fri 11/4/2022 7:57 AM

 You replied to this message on 11/4/2022 7:58 AM.

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

Revised pricing (**revising the typo**)

Detail A7 on 107  
Add 3/5 wall 16" on center to deck  
Add 18" 3/5 wall onto the face of the previous wall  
Material: \$4,184.00  
Labor: \$1,683.00  
TOTAL: \$5,867.00

SHIPPER

No.452308 PG 1 OF 1

50

Royal Metal Industries, LLC  
1000 West Ironwood, Clothe, KS 64061  
Tel. (913) 829-3000 • Fax (913) 829-9555

PURCHASE ORDER #  
2290178620  
JOB NAME  
229017  
ORDER DATE  
10/31/2022  
SHIP TO  
WILL CALL

BUYER  
TAYLOR  
Tel (620) 429-1414

SHIP DATE  
10/31/2022  
SHIP VIA  
WILL CALL  
RESALE #

SOLD TO  
CROSSLAND CONSTRUCTION CO., INC  
833 S EAST AVE  
COLUMBUS, KS 66725

SALES REP  
MATTHEW REED  
SALE TERMS  
4  
REV. SIDE

DELIVERY

TERMS  
1/2% 10 NET 30 DAYS



LINE	SHIPPED	DESCRIPTION	WIDTH	LENGTH	WEIGHT	TOTAL
1	1 PC	ANGLE 4" X 4" X 1/4" CUT IN HALF		20"	132	119.00
2	1 PC	CUTTING CHARGE				5.00

OK TO LOAD

TOTAL WT 132 LBS	SUBTOTAL \$124.00	CUTTING \$0.00	SALES TAX \$11.75	TOTAL \$135.75
RECEIVED BY - SIGNATURE		RECEIVED BY - PRINTED NAME		DATE RECEIVED



Potential Change Order

Riverside Public Safety Additions and Renovation -  
**22MO17RWZD**  
2990 NW Vivion Road  
Riverside, MO 64150

**22MO17RWZD**

**Date:** 1/12/2023 **Number:** 0030  
**Subject:** PR30 - Window Sill Flashing Repair **Source of Funding:** Owner Contract Change Order

**Description**  
Cost to recaulk the window perimeters and seals at the windows.

**Days Requested:** 0 **Change Total:** \$3,245.55

Item Number	Description	Amount
01	Cost to reflash and rework roofing at the window locations per ASI 9.	\$3,091.00
	Profit & Overhead	\$154.55

**Approved By:** By \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_





Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 12/18/2022

Number: 0033

Subject: Drain Tile in Sally Port Repair

Source of Funding: Owner Contract Change Order

Description

Cost to replace the sally port drain tile that was damaged during the sally port excavation.

Days Requested: 0

Change Total: \$2,594.13

Item Number	Description	Amount
01	Cost to replace drain tile at sally port	\$2,470.60
	Profit & Overhead	\$123.53

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

RE: Riverside PS - Sally Port Drain Tile



Dave Joe <djm@genesislumbing.com>  
To: Ryan Wacker  
Cc: Dave Joe; Shannon Welch

Reply Reply All Forward

Mon 12/12/2022 2:05 PM

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,  
The price for the 6" subsoil drain with sock is \$2.27 per foot. It comes in 100' rolls. We need 160' to replace what is damaged including excavation. It is not dug out. The additional cost to replace it is as follows:

200' of 6" subsoil drain tile with sock at \$2.27 per foot	\$ 454.00
8 hours Backhoe at \$135 per hour	\$1,080.00
8 hours Plumber at \$85 per hour	\$ 680.00
Subtotal	\$2,246.00
10% O&P	\$ 224.60
Total	\$2,470.60

Best regards,  
David Madden  
Genesis Plumbing Enterprises LLC  
Cell: (816) 225 4576  
Office: (816) 353 6724  
Fax : (816) 353 2579  
Email : [djm@genesislumbing.com](mailto:djm@genesislumbing.com)





Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/17/2023

Number: 0041

Subject: New Counterflashing at Existing Curb

Source of Funding: Owner Contract Change Order

Description

Cost to reflash and reseal existing unit per city direction.

Days Requested: 0

Change Total: \$1,051.05

Item Number	Description	Amount
01	Cost to install new flashings on the existing isolator curb per Rooflink/city direction.	\$1,001.00
	Profit & Overhead	\$50.05

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106  
913-371-7100 PHONE  
913-371-7107 FAX  
[www.deltaservices.com](http://www.deltaservices.com)

January 16, 2022

Crossland Construction  
Attn: Ryan Wacker  
3252 Roanoke Road  
Kansas City, MO 64111

Re: **Riverside Public Safety  
Roof Replacement**

**Re: Isolator Curb Flashing for 1 unit**

Mr. Wacker,

Please find below associated cost to shop fabricate and install new 24GA Berridge Zinc Gray flashings on one (1) isolator curb per RoofLink direction.

Subcontractor proposal (DB2 Services)	\$	934.15
Markup of Subcontractor 5%:	\$	46.71
Bonding:	\$	<u>20.14</u>
<b>Total:</b>	\$	<b>1,001.00</b>

Respectfully Yours,

*Jamie Fletchall*

Jamie Fletchall  
Project Manager



4141 FAIRBANKS AVE  
KANSAS CITY, KS 66106

ARCHITECTURAL SHEETMETAL  
www.db2services.com

PHONE: 913-677-2408  
FAX: 913-677-0909

January 16, 2023

**PROPOSAL**

**To:** Delta Innovative Services  
**Attn:** Jamie Fletchall  
**Project:** Riverside Public Safety

**SCOPE:** Shop fabricate and install new 24GA Berridge Zinc Grey counter flashing terminating the new modified roofing membrane on one (1) isolator curb covering up the old EPDM. Attaching through the existing galvanized flange with mechanical fasteners with washers.

**Item Description:**

- Labor and Material to Shop Fabricate and Install,

Shop Drawings:	\$0.00
Material:	\$ 169.40
Shop Fab:	\$81.34
Freight/Equipment:	\$ 288.00
Demo:	\$0.00
Field Labor:	\$ 310.49
Sub-Total:	<b>\$ 849.23</b>
OH & P 10%:	\$ 84.92
<b>Total Sum Of:</b>	<b>\$ 934.15</b>

**Qualifications:**

- 

**Exclusions:**

- Any removal or reworking of existing PVC condensate lines.

**Schedule:**

- Shop Fab:
- Field Install:

Sincerely,

*Kyle Hanks*

Kyle Hanks  
Project Manager  
DB2 Services, Inc.



Upstream from ordinary.

**2950 NW Vivion Road  
Riverside, Missouri 64150**

**MEMO DATE:** January 31, 2023  
**AGENDA DATE:** February 7, 2023  
**TO:** Mayor and Board of Aldermen  
**FROM:** Noel Bennion  
**RE:** Change Order 12: Crossland Construction Company, Inc.  
 Additions & Renovation Riverside Public Safety (537-086)

**BACKGROUND:** To future-proof the building we intend to upgrade data cabling from the planned Cat 6 to Cat 6A. The existing records room shelving was shown incorrectly on the drawings requiring reframing of the wall to meet ADA requirements. Pinhole cameras are necessary for the police interview rooms. The design included installing louvers and exhaust fans in a location where existing conduit would conflict. This conduit needed to be relocated. A conflict between the drawing and the specification required an increase in cost for the desired RGBW lighting. \$7,873.80 of this cost will be reimbursed by VSKF. Staff elected to switch quartz countertops to laminate countertops in work areas to decrease cost. Ceiling tiles in the fitness room needed to be replaced to provide a fire-resistant material. Some of this additional cost is covered by Crossland.

**BUDGETARY IMPACT:** An increase of \$24,449.09.

Original Contract Amount	\$4,717,000.00
Total of Previous Changes**	\$ 159,565.89
Total this Change Order	\$ 24,449.09
Current Contract Total	\$4,901,014.98

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Crossland Construction Company, Inc.

**\*\*LISTING OF PREVIOUS CHANGE ORDERS:**

CO1: Relocate conduit in walls	\$ 33,413.48
CO2: Replace degraded sewer pipe	\$ 9,671.55
CO3: Reuse existing VAV units	-\$ 2,535.81
CO4: Keep existing windows	-\$ 3,520.91
CO5: Lighting, vapor barrier, panels	\$ 2,425.95
CO6: Rated Ceilings, floor drains, roof coping, broken sanitary pipe	\$ 62,533.52
CO7: Vanity, interview & bunk lights, locker ventilation	\$ 5,982.93
CO8: Remove soap dispensers	\$ -1,751.19
CO9: PRI3, Fire Kitchen Hood, Fire Conference Room, etc.	\$ 29,269.94
CO10: New flashing for existing condenser roof units	\$ 6,899.55
CO11: Parapet walls, window caulking, drain tile & RTU curb	\$ 17,176.88
Total	\$159,565.89

**RESOLUTION NO. R-2023-013**

**A RESOLUTION APPROVING CHANGE ORDER 12 TO THE AGREEMENT WITH  
CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS &  
RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED  
CONTRACT AMOUNT OF \$4,901,014.98 FOR SUCH PURPOSES**

**WHEREAS**, the City of Riverside (“City”) issued an Invitation to Bid for the Additions & Renovations Riverside Public Safety (Project No. 537-086) (“Project”) which was awarded to Crossland Construction Company, Inc. (“Crossland”) pursuant to Resolution R-2022-038; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 12 to the agreement with Crossland, resulting in a total revised contract amount not to exceed \$4,901,014.98.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** Change Order 12 to the Agreement between the City and Crossland, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$4,901,014.98.

**FURTHER THAT** the Mayor, City Administrator and all other required city officials are authorized to take such other actions and/or execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of February 2023.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk



**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Additions & Renovation  
Riverside Public Safety  
2990 NW Vivion Rd.  
Riverside, MO 64150

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: May 16, 2022  
Notice to Proceed: July 11, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 012  
Date: January 25, 2023

**OWNER:** *(Name and address)*  
City of Riverside  
2950 NW Vivion Road  
Riverside, MO 64150

**ARCHITECT:** *(Name and address)*  
WSKF, Inc.  
110 Armour Road  
North Kansas City, MO 64116

**CONTRACTOR:** *(Name and address)*  
Crossland Construction Company, Inc.  
833 S. East Avenue  
Columbus, KS 66725

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Per PCO0036 dated 1/13/2023, the cost to install all CAT6A cable in lieu of CAT6 originally shown on the drawings. No cost for patch cables as they are by owner. Deduct for patch cables is included in PCO0036.

**\$6,549.90 - Increased Cost**

2. Per PCO0037 dated 1/20/2023, the cost to remove and reframe the report room wall shown on PR028.

**\$1,917.12 - Increased Cost**

3. Per PCO0039 dated 1/19/2023, the cost to install pinhole camera's in the interview rooms. Camera's to be owner provided and CAT6A to be installed.

**\$1,532.12 - Increased Cost**

4. Per PCO0042 dated 1/17/2023, the cost to relocate conduits interfering with cutting in louvers and exhaust fans.

**\$2,169.99 - Increased Cost**

5. Per PCO0043, dated 1/18/2023, the cost to switch to the RBGW lighting kit vs the Omnify LED lattice per the specifications.

**\$13,347.60 - Increased Cost**

6. Per PCO0046, dated 1/19/2023, the cost to switch S2 countertops to L1 countertops.

**\$7,161.36 - Decreased Cost**

7. Per PCO0048 dated 1/20/2023, the cost to install new basement ceiling tiles. Cost includes deduct for original cost of fitness room tiles, deduct for the cost for Crossland to replace damaged tiles with original tiles, and full cost of the new tile install.

**\$6,093.72 - Increased Cost**

**\$24,449.09 - Total Increased Cost for Change Order No. Twelve.**

The original Contract Sum was	\$	4,717,000.00
The net change by previously authorized Change Orders	\$	159,565.89
The Contract Sum prior to this Change Order was	\$	4,876,565.89
The Contract Sum will be increased by this Change Order in the amount of	\$	24,449.09
The new Contract Sum including this Change Order will be	\$	4,901,014.98

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be March 8, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WSKF, Inc.

ARCHITECT (Firm name)

Digitally signed by Rick Kuhl, RA  
DN: c=US, E=kuhl@wskfarch.com,  
O=WSKF, Inc., CN=Rick Kuhl, RA  
Date: 2023.01.26 08:33:45-06'00'  
Rick Kuhl, RA

SIGNATURE

Rick Kuhl, Principal

PRINTED NAME AND TITLE

01/26/2023

DATE

Crossland Construction Company, Inc.

CONTRACTOR (Firm name)

Digitally signed by Ryan Wacker  
DN: c=US, E=rwacker@crossland.com,  
O=Crossland Construction Company,  
CN=Ryan Wacker  
Date: 2023.01.26 08:33:45-06'00'  
Ryan Wacker

SIGNATURE

Ryan Wacker, Project Manager

PRINTED NAME AND TITLE

01/26/2023

DATE

City of Riverside

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE





Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/13/2023

Number: 0036

Subject: CAT6A Cable Throughout Project\_Rev2

Source of Funding: Owner Contract Change Order

Description

Cost to install all CAT6A cable in lieu of CAT6 originally shown on the drawings. No cost for patch cables as they are by owner. Deduct for patch cables is included in this price.

Days Requested: 0

Change Total: \$6,549.90

Item Number	Description	Amount
01	Cost to install CAT6A in lieu of CAT6 throughout project	\$6,238.00
	Profit & Overhead	\$311.90

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Wachter, Inc.**  
16001 West 99th Street  
Lenexa, KS 66219  
  
wachter.com

**Benjamin McVay**, Project Manager  
Cell: **913-702-5278**  
  
[Benjamin.McVay@Wachter.com](mailto:Benjamin.McVay@Wachter.com)



## Wachter Proposal

for

# Crossland Construction

Proposal # **48994 CO5 V2**  
**Riverside Public Safety Cat6 to Cat6A**

Proposal Issued:  
**1/19/2023**  
Proposal Valid until:  
**2/16/2023**

### Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Wachter, Inc. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared outside of your organization.

## Introduction

**Thanks**

**Wachter at a Glance**

Thank you for the opportunity to provide the following proposal for the Crossland Construction project.

We appreciate your consideration of Wachter — our goal is to deliver a successful project and build a lasting partnership with your firm.

**Founded:** 1930

**Corporate Structure:** Privately Held

**Total Employees:** 1,400

**Headquarters:** Lenexa, KS

**Regional Offices:** 12

### The Wachter Advantage

Wachter is a leading nationwide solutions integrator offering managed services, electrical systems, IT networks, Audiovisual, industrial automation, and safety and security solutions.

Wachter designs, installs, and maintains these complex systems, providing clients with a competitive edge by increasing productivity, lowering operational costs, and streamlining internal processes.

*Wachter is here to keep critical systems delivering a return on your investment.*

## Pricing

### Project Pricing

Project Pricing		
Installation Materials Cat6A and Jacks	\$	11,505.00
Credited Materials Cat6 and Jacks		-4,420.00
Credit for Material and Labor for Patch Cabling		-847.00
<b>TOTAL</b>	<b>\$</b>	<b>6,238.00</b>

# Project Scope of Work

## Change of Material

1. Credit applied to change material for original Base Bid cables quoted from Cat6 to Cat6A.
2. Credit applied to remove material and labor for original 126 patch cables quoted.
3. Difference of material cost for total of 96 cables installed as Cat6A.

## Client Requirements

1. Wachter assumes that Crossland Construction acknowledges and agrees to facilitate the following:
  - a. A valid Purchase Order, to be received by Wachter (10) business days before the before the expected start date.
  - b. Any information regarding the scope of work, environment, or conditions that may affect the schedule, installation, or equipment specifications.
  - c. Owner is responsible for moving furniture or other obstructions that may affect or delay the project.
  - d. Client/Owner furnished and/or existing equipment will be in good working order.
    - i. Any Client/Owner furnished equipment will be onsite prior to Wachter arriving.
  - e. Permanent power required for system head-end or distribution components must be available in agreed upon locations.
    - i. If permanent power is not provided by Wachter, it must be coordinated at project kickoff.
    - ii. If required, Wachter can provide electrical installation services for the project upon request with associated pricing adjustments.
  - f. Provide timely site security clearance and unobstructed access as required.
2. Crossland Construction is required to sign off within five (5) business days from the project completion date to report any work not performed under the scope of work; any reporting after this period will be billed under a separate agreement.

## Notes & Assumptions

This proposal was prepared according to the information provided at the time of bid; any elements not specifically identified within this scope of work or provided information will be considered 'Out-of-Scope.' Additional and/or 'Out-of-Scope' items can be addressed with options and pricing adjustment to complete the project additions.

1. Any existing cable pathway (cable tray, J-hooks, conduit, etc.) is to be utilized for the cable installation during this project.

2. The EC will be responsible to provide/install all conduit or sleeves and any other cable penetrations needed during the cabling portion of this project (Unless otherwise noted in the Scope of Work section of this proposal).
3. Wachter will work with Crossland Construction to determine dates required onsite.
4. Wachter will be able to perform the work at each site location from start through completion without interruption.
5. Material expedition is not included; all material shipments will be at the ground shipment or freight level.
6. If Client/Owner provided escort is required, delays in work caused by escort or their availability may result in adjustments to pricing in order to complete the project.
7. If any requirements for onsite technicians to be vaccinated for Covid-19 are identified or communicated after the submission of this proposal, onsite labor rates may require adjustment via the change order process.

## Schedule

1. This proposal is based upon the information provided and the following schedule information or assumptions:
  - a. Start Date: TBD
  - b. End Date: TBD
  - c. Blackout Dates/Holidays:
    - i. New Year's Day
    - ii. Memorial Day
    - iii. Independence Day
    - iv. Labor Day
    - v. Thanksgiving Day
    - vi. Christmas Day
  - d. Work will take place during standard business hours, on the days of Monday - Friday.

## Project Management

Your project management team is composed of experienced project managers and project coordinators. Your project manager will run your project and serve as your Single Point of Contact (SPOC) for the project lifecycle. Wachter uses Trust, our web-based project management application, to provide secure, on-demand, real-time access to your project data and status.

## Communications

The Wachter project manager will communicate and provide reporting to the Crossland Construction project team, per agreed-upon requirements. All reporting and task management will include summaries of any milestone status during daily communications with the field crew if applicable. If any issues are identified they will be escalated, handled in an expeditious manner, and recorded in Trust.

## On-site Service and Maintenance

Service and Maintenance is not included in this contract; however, Wachter encourages adherence to the manufacturer's recommended maintenance and routine care to ensure performance and extend the life of your system. Wachter can provide a separate **Nationwide Service & Maintenance Agreement** built-to-suit if desired; otherwise, additional onsite needs or technical support will be billed as Time and Materials upon request.

Contact [ServiceAndMaintenance@wachter.com](mailto:ServiceAndMaintenance@wachter.com) for more information.

Wachter offers service and support services to our clients after project completion. After 30 days of project completion engineering technical support services are available at \$150.00 an hour to troubleshoot and evaluate any requests or problems.

## Warranty

Wachter, Inc. is committed to providing defect-free goods and services to its Clients. Training, inspection, testing, documentation, and other processes are followed to ensure all applicable standards are met.

Wachter, Inc. warrants all labor to be free of workmanship defects for a period of 12 months from the date the work is performed. During this 12-month period, Wachter will promptly repair, at no cost to Crossland Construction, any defects that are a direct result of labor workmanship. All materials are warranted according to the manufacturer's provided warranty.

Should you have any quality questions or concerns, please contact your project manager, or feel free to contact our quality department at [QualityAssurance@wachter.com](mailto:QualityAssurance@wachter.com).

## Liability

Neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes riots or war, Coronavirus (COVID-19) or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be appropriately extended; provided however, that nothing contained in this Section shall preclude either party from exercising its rights of termination herein.

## Terms & Conditions

Please visit the following webpage for Wachter's Terms & Conditions: <https://wachter.com/terms-conditions/>

## Use of Client Information

Wachter frequently uses our projects to develop case studies or modify best practices. Case studies are shared internally and externally as part of ongoing sales and marketing. Members of our staff or marketing firm may contact key Client personnel to gather insights on the project's outcome.

## Information Security and Confidentiality

Wachter Technology Services is ISO 27001 certified. The storage and processing of our sensitive customer data is part of our core business. It is therefore our duty to protect our client's data and our information assets in relation to confidentiality, integrity, and availability. This ISMS policy applies to the entire organization, our employees as well as contractors.

## Authorization / Signature

By signing and returning this page, Crossland Construction authorizes Wachter, Inc. to order, schedule, and commit the materials, labor, and management resources necessary to perform the Statement of Work for Riverside Public Safety Cat6 to Cat6A as stated in this proposal, Number 48994 CO5 V2, dated 1/19/2023.

---

---

### Crossland Construction

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

---

---

### Wachter, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title







Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/20/2023

Number: 0037

Subject: PR028 Report Room Framing

Source of Funding: Owner Contract Change Order

Description

Cost to remove and reframe the report room wall shown on PR028

Days Requested: 0

Change Total: \$1,917.12

Item Number	Description	Amount
01	Cost to demo, frame, and finish drywall at Report Room Wall	\$1,623.00
02	Cost to relocate the outlet at the new 45 degree wall.	\$202.83
	Profit & Overhead	\$91.29

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_



Date \_\_\_\_\_

Re: Riverside - PR#28 records room



Kevin Kimbrough <aaabuilders@gmail.com>

To: Ryan Wacker  
Cc: Taylor Jenkins; Grant Perkins

[Reply](#) [Reply All](#) [Forward](#)  

Tue 1/10/2023 11:27 AM

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Start your reply all with: [Received, thank you.](#) [Thank you!](#) [Perfect, thank you!](#) [Feedback](#)

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here you go.

The cost for PR# 28 is as follows:

Material: \$454.00  
Labor: \$1,169.00  
TOTAL: 1,623.00

Thank you,  
Kevin



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

---

**Work Description**

Relocate existing outlet to accommodate 45 degree wall.

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

---

**Itemized Description**

---

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
1/2"Conduit - EMT 10' Lengths	10.000	6.33	0.278
1/2"Coupling - EMT Set Screw Steel	1.000	0.24	0.032
1/2"Connector - EMT Set Screw Steel	1.000	0.20	0.080
2-1/8" D4" Square Box 1/2 & 3/4" KO w/ Front Hammer-On Metal Stud Bracket Flush	1.000	2.23	0.230
#12 BlackWire THHN / T90 - Copper	60.000	0.00	0.309
#16 to #10Wire Connector Live Spring Twist-On - 600V	3.000	0.63	0.210
1/2"Clevis Hanger Standard Duty - Zinc Plated Steel	2.000	1.52	0.148
20A 125V 3W GrayDuplex Receptacle - Commercial Grade Smooth Face	1.000	0.00	0.200
1"Demo Conduit up to 1"	10.000	0.00	0.250
Demolition - Receptacle 3 Wire up to 20A	1.000	0.00	0.132
<b>Totals</b>	<b>90.000</b>	<b>11.15</b>	<b>1.869</b>

# Proposed Change Order

**WACHTER, INC.**  
16001 W 99th St  
Lenexa, Kansas 66219

**Contract Name: Riverside- Crossland Construction**  
**Contract #: 1**  
**Project Name: 47570**  
**Project #: Riverside Public Safety**  
**Client PCO #:**

Client Address:

---

## Summary

---

<b>Extension Materials</b>				<b>%</b>	<b>Total</b>	
Database Material					11.15	
Total Extension Material Cost					11.15	
Material Markup				10.00	1.12	
<b>Total Extension Material</b>						<b>12.27</b>
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>	<b>%</b>	<b>Total</b>	
Field Labor						
Crew RATE ST	1.869	92.69	173.24			
Total Field Labor					173.24	
Total Labor Cost					173.24	
Labor Markup				10.000	17.32	
<b>Total Labor</b>						<b>190.56</b>
<b>Sub Total 1</b>						<b>202.83</b>
<b>Sub Total 2</b>						<b>202.83</b>
<b>Total</b>						<b>202.83</b>

---

## Contractor Certification

---

**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided

---

## Client Acceptance

---

**PCO #:** 20  
**Final Amount:** \$ 202.83  
**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Change Order #:** \_\_\_\_\_  
I hereby accept this quotation and authorize the contractor to complete the above described work

---

## Work Description

---



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/19/2023

Number: 0039

Subject: PR027 - Pinhole Cameras

Source of Funding: Owner Contract Change Order

Description

Cost to install pinhole camera's in the interview rooms. Camera's to be owner provided and CAT6A to be installed.

Days Requested: 0

Change Total: \$1,532.12

Item Number	Description	Amount
01	Cost to rough in conduit and J box's for camera's	\$255.17
02	Cost to pull CAT6A, and install fixtures.	\$1,204.00
	Profit & Overhead	\$72.95

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

---

**Work Description**

Conduit rough-in for (2) pinhole cameras

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

---

**Itemized Description**

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
3/4"Conduit - EMT 10' Lengths	20.000	22.31	0.640
3/4"Connector - EMT Set Screw Steel	4.000	3.45	0.400
2-1/8" D4" Square Box 1/2 & 3/4" KO w/ Front Hammer-On Metal Stud Bracket Flush	2.000	4.46	0.460
1-Gang x 5/8" D4" Square Plaster Ring - Steel	2.000	3.46	0.200
Utility Box Cover Blank	2.000	1.96	0.050
3/4"Clevis Hanger Standard Duty - Zinc Plated Steel	4.000	4.46	0.320
<b>Totals</b>	<b>34.000</b>	<b>40.10</b>	<b>2.070</b>



# Proposed Change Order

WACHTER, INC.  
16001 W 99th St  
Lenexa, Kansas 66219

Contract Name: **Riverside- Crossland Construction**  
Contract #: 1  
Project Name: 47570  
Project #: Riverside Public Safety  
Client PCO #:

Client Address:

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## Summary

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Extension Materials				%	Total
Database Material					40.10
Total Extension Material Cost					40.10
Material Markup				10.00	4.01
<b>Total Extension Material</b>					<b>44.11</b>

Labor	Hours	Rate	Sub Total	%	Total
Field Labor					
Crew RATE ST	2.070	92.69	191.87		
Total Field Labor					191.87
Total Labor Cost					191.87
Labor Markup				10.000	19.19
<b>Total Labor</b>					<b>211.06</b>
<b>Sub Total 1</b>					<b>255.17</b>
<b>Sub Total 2</b>					<b>255.17</b>
<b>Total</b>					<b>255.17</b>

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## Contractor Certification

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Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided

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## Client Acceptance

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PCO #: 18  
Final Amount: \$ 255.17  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Change Order #: \_\_\_\_\_  
I hereby accept this quotation and authorize the contractor to complete the above described work

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## Work Description

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**Wachter, Inc.**  
16001 West 99th Street  
Lenexa, KS 66219  
  
wachter.com

**Benjamin McVay**, Project Manager  
Cell: **913-702-5278**  
  
[Benjamin.McVay@Wachter.com](mailto:Benjamin.McVay@Wachter.com)



for

# Crossland Construction

Proposal # **48994 CO6 V2**  
**Riverside Public Safety Pinhole Cameras**

Proposal Issued:  
**1/19/2023**  
Proposal Valid until:  
**2/16/2023**

## Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Wachter, Inc. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared outside of your organization.

## Introduction

### Thanks

Thank you for the opportunity to provide the following proposal for the Crossland Construction project.

We appreciate your consideration of Wachter — our goal is to deliver a successful project and build a lasting partnership with your firm.

### Wachter at a Glance

**Founded:** 1930  
**Corporate Structure:** Privately Held  
**Total Employees:** 1,400  
**Headquarters:** Lenexa, KS  
**Regional Offices:** 12

### The Wachter Advantage

Wachter is a leading nationwide solutions integrator offering managed services, electrical systems, IT networks, Audiovisual, industrial automation, and safety and security solutions.

Wachter designs, installs, and maintains these complex systems, providing clients with a competitive edge by increasing productivity, lowering operational costs, and streamlining internal processes.

*Wachter is here to keep critical systems delivering a return on your investment.*

## Technical Overview

Based on information provided by Crossland Construction at the time of proposal, Wachter, Inc. (“Wachter”) proposes the following:

1. Furnish and install a **Structured Cabling Solution (SCS)** consisting of Cat6A UTP for horizontal communications cabling. The SCS will be supported by an existing Equipment Room (ER) supported by the existing fiber optic and/or copper backbone communications cabling.
2. Furnish and install a **Video Surveillance Solution (VSS)** consisting of (2) IP cameras that will be administered through a Video Management Software (VMS) platform.

## Pricing

### Project Pricing

Project Pricing		
Installation Labor	\$	876.00
Installation Materials	\$	328.00
<b>TOTAL</b>	<b>\$</b>	<b>1,204.00</b>

# Project Scope of Work

## Labor

- a. Interior Cameras (Client/Owner Furnished & Wachter Installed):
  - i. (2) CAMERAS
    1. (2) Pinhole kits.
- b. Cabling:
  - i. (2) Cat6A, UTP cable(s)
  - ii. Tested via cable certifier
  - iii. Drops will be housed using Surface Mount Boxes (SMB) as applicable for each drop location.
  - iv. 10-Feet of slack will be coiled at the Work Area Outlet (WAO) and 1-Foot at the ER/TR/TE.
  - v. Patch cords for the WAO will be furnished by Owner and installed by Owner.
  - vi. Wachter Technicians will coordinate onsite with Owner personnel to commission and validate the operation of the installed system and its peripheral components.

## Deliverables

1. As part of Wachter SOP, a sign-off form or work order will be required to be signed by Crossland Construction representative and by the Wachter lead technician.
2. Test results will be provided in electronic format.

## Client Requirements

1. Wachter assumes that Crossland Construction acknowledges and agrees to facilitate the following:
  - a. A valid Purchase Order, to be received by Wachter (10) business days before the before the expected start date.
  - b. Any information regarding the scope of work, environment, or conditions that may affect the schedule, installation, or equipment specifications.
  - c. A copy of the most recent facility drawing indicating areas requiring video surveillance solutions.
  - d. Sufficient wall or rack space in frame locations to accommodate new patch panel.
  - e. Owner is responsible for moving furniture or other obstructions that may affect or delay the project.
  - f. Client/Owner furnished and/or existing equipment will be in good working order.
    - i. Any Client/Owner furnished equipment will be onsite prior to Wachter arriving.
  - g. Crossland Construction's existing network infrastructure should have available ports and PoE for new devices.
  - h. Provide timely site security clearance and unobstructed access as required.
  - i. Remote access shall be provided via VPN, WebEx, or other remote client application.

2. Crossland Construction is required to sign off within five (5) business days from the project completion date to report any work not performed under the scope of work; any reporting after this period will be billed under a separate agreement.

## Notes & Assumptions

This proposal was prepared according to the information provided at the time of bid; any elements not specifically identified within this scope of work or provided information will be considered 'Out-of-Scope.' Additional and/or 'Out-of-Scope' items can be addressed with options and pricing adjustment to complete the project additions.

1. Space will be available on the property for secure storage of materials; no container is included in this proposal.
2. A scissor and/or boom type lift is not required for this scope of work and is not reflected in this pricing.
3. Any existing cable pathway (cable tray, J-hooks, conduit, etc.) is to be utilized for the cable installation during this project.
4. The EC will be responsible to provide/install all conduit or sleeves and any other cable penetrations needed during the cabling portion of this project (Unless otherwise noted in the Scope of Work section of this proposal).
5. Wachter will work with Crossland Construction to determine dates required onsite.
6. Wachter will be able to perform the work at each site location from start through completion without interruption.
7. Material expedition is not included; all material shipments will be at the ground shipment or freight level.
8. If Client/Owner provided escort is required, delays in work caused by escort or their availability may result in adjustments to pricing in order to complete the project.
9. If any requirements for onsite technicians to be vaccinated for Covid-19 are identified or communicated after the submission of this proposal, onsite labor rates may require adjustment via the change order process.

## Schedule

1. This proposal is based upon the information provided and the following schedule information or assumptions:
  - a. Start Date: TBD
  - b. End Date: TBD
  - c. Blackout Dates/Holidays:
    - i. New Year's Day
    - ii. Memorial Day
    - iii. Independence Day
    - iv. Labor Day
    - v. Thanksgiving Day
    - vi. Christmas Day
  - d. Work will take place during standard business hours, on the days of Monday - Friday.

## Project Management

Your project management team is composed of experienced project managers and project coordinators. Your project manager will run your project and serve as your Single Point of Contact (SPOC) for the project lifecycle. Wachter uses Trust, our web-based project management application, to provide secure, on-demand, real-time access to your project data and status.

## Communications

The Wachter project manager will communicate and provide reporting to the Crossland Construction project team, per agreed-upon requirements. All reporting and task management will include summaries of any milestone status during daily communications with the field crew if applicable. If any issues are identified they will be escalated, handled in an expeditious manner, and recorded in Trust.

## On-site Service and Maintenance

Service and Maintenance is not included in this contract; however, Wachter encourages adherence to the manufacturer's recommended maintenance and routine care to ensure performance and extend the life of your system. Wachter can provide a separate **Nationwide Service & Maintenance Agreement** built-to-suit if desired; otherwise, additional onsite needs or technical support will be billed as Time and Materials upon request.

Contact [ServiceAndMaintenance@wachter.com](mailto:ServiceAndMaintenance@wachter.com) for more information.

Wachter offers service and support services to our clients after project completion. After 30 days of project completion engineering technical support services are available at \$150.00 an hour to troubleshoot and evaluate any requests or problems.

## Warranty

Wachter, Inc. is committed to providing defect-free goods and services to its Clients. Training, inspection, testing, documentation, and other processes are followed to ensure all applicable standards are met.

Wachter, Inc. warrants all labor to be free of workmanship defects for a period of 12 months from the date the work is performed. During this 12-month period, Wachter will promptly repair, at no cost to Crossland Construction, any defects that are a direct result of labor workmanship. All materials are warranted according to the manufacturer's provided warranty.

Should you have any quality questions or concerns, please contact your project manager, or feel free to contact our quality department at [QualityAssurance@wachter.com](mailto:QualityAssurance@wachter.com).

## Liability

Neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes riots or war, Coronavirus (COVID-19) or any cause beyond the reasonable control of that party. If any such event delays performance, the time

allowed for such performance will be appropriately extended; provided however, that nothing contained in this Section shall preclude either party from exercising its rights of termination herein.

## Terms & Conditions

Please visit the following webpage for Wachter's Terms & Conditions: <https://wachter.com/terms-conditions/>

## Use of Client Information

Wachter frequently uses our projects to develop case studies or modify best practices. Case studies are shared internally and externally as part of ongoing sales and marketing. Members of our staff or marketing firm may contact key Client personnel to gather insights on the project's outcome.

## Information Security and Confidentiality

Wachter Technology Services is ISO 27001 certified. The storage and processing of our sensitive customer data is part of our core business. It is therefore our duty to protect our client's data and our information assets in relation to confidentiality, integrity, and availability. This ISMS policy applies to the entire organization, our employees as well as contractors.

## Authorization / Signature

By signing and returning this page, Crossland Construction authorizes Wachter, Inc. to order, schedule, and commit the materials, labor, and management resources necessary to perform the Statement of Work for Riverside Public Safety Pinhole Cameras as stated in this proposal, Number 48994 CO6 V2, dated 1/19/2023.

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### Crossland Construction

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Signature

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Date

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Printed Name

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Title

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### Wachter, Inc.

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Signature

---

Date

---

Printed Name

---

Title





Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/17/2023

Number: 0042

Subject: Relocating Conduit in the Apparatus Bay

Source of Funding: Owner Contract Change Order

Description

Cost to relocate conduits interfering with cutting in louvers and exhaust fans.

Days Requested: 0

Change Total: \$2,169.99

Item Number	Description	Amount
01	Cost to relocate the existing conduit that interferes with fans and louvers.	\$2,066.66
	Profit & Overhead	\$103.33

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

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**Work Description**

Relocate conduits interfering with new louvers in Apparatus Bay

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
 Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

**Itemized Description**

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
1/2"Conduit - EMT 10' Lengths	80.000	50.60	2.224
3/4"Conduit - EMT 10' Lengths	30.000	33.47	0.960
1/2"Coupling - EMT Set Screw Steel	10.000	2.43	0.320
3/4"Coupling - EMT Set Screw Steel	3.000	1.33	0.120
1/2"Connector - EMT Set Screw Steel	4.000	0.79	0.320
3/4"Connector - EMT Set Screw Steel	2.000	1.73	0.200
#12 BlackWire THHN / T90 - Copper	380.000	71.52	1.957
#16 to #10Wire Connector Live Spring Twist-On - 600V	8.000	1.69	0.560
Conduit Measuring Tape	380.000	9.07	1.900
Wire Pulling Lubricant (Quart)	1.000	12.16	0.500
1/2"Clevis Hanger Standard Duty - Zinc Plated Steel	4.000	3.04	0.296
3/4"Clevis Hanger Standard Duty - Zinc Plated Steel	4.000	4.46	0.320
1/2" x 1/4"Conduit Clip Push-On Flange Hanger Bottom Mount	10.000	15.12	0.770
1"Demo Conduit	60.000	0.00	1.500
<b>Totals</b>	<b>976.000</b>	<b>207.39</b>	<b>11.947</b>

# Proposed Change Order

**WACHTER, INC.**  
 16001 W 99th St  
 Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**  
**Contract #: 1**  
**Project Name: 47570**  
**Project #: Riverside Public Safety**  
**Client PCO #:**

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## Summary

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<b>Extension Materials</b>	<b>%</b>	<b>Total</b>					
Database Material		207.41					
Total Extension Material Cost		<u>207.41</u>					
Material Markup	10.00	<u>20.74</u>					
<b>Total Extension Material</b>			<b>228.15</b>				
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>	<b>%</b>	<b>Total</b>		
Field Labor							
Crew RATE ST	11.947	92.69	<u>1,107.37</u>				
Total Field Labor					<u>1,107.37</u>		
Total Labor Cost					1,107.37		
Labor Markup				10.000	<u>110.74</u>		
<b>Total Labor</b>						<b>1,218.11</b>	
<b>Equipment</b>	<b>Qty</b>	<b>Duration</b>	<b>Cost/Unit</b>	<b>Tax %</b>	<b>OH %</b>	<b>MU %</b>	<b>Total</b>
20' SCISSOR LIFT - WEEK	1.000	1.000	264.00			10.000	290.40
SMALL EQUIPMENT PICK UP AND DELIVERY	1.000	1.000	300.00			10.000	<u>330.00</u>
<b>Total Equipment</b>							<b>620.40</b>
<b>Sub Total 1</b>							<u><b>2,066.66</b></u>
<b>Sub Total 2</b>							<u><b>2,066.66</b></u>
<b>Total</b>							<u><b>2,066.66</b></u>

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## Contractor Certification

<b>Name:</b>	
<b>Date:</b>	
<b>Signature:</b>	
I hereby certify that this quotation is complete and accurate based on the information provided	

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

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## Client Acceptance

<b>PCO #:</b>	<b>17</b>
<b>Final Amount:</b>	<b>\$ 2,066.66</b>
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<b>Change Order #:</b>	_____

I hereby accept this quotation and authorize the contractor to complete the above described work

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## Work Description

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Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/18/2023

Number: 0043

Subject: MP1 Lighting Package

Source of Funding: Owner Contract Change Order

Description

Cost to switch to the RBGW lighting kit vs the Omnify LED lattice per the specifications.

Days Requested: 0

Change Total: \$13,347.60

Item Number	Description	Amount
01	Cost to switch lighting for MP1	\$12,712.00
	Profit & Overhead	\$635.60

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

LLE Construction, LLC  
 17590 SE 11th Road  
 Dearborn, MO 64439 US  
 charliesmiley@ymail.com

# Estimate

**ADDRESS**

Ryan Wacker  
 3252 Roanoke Rd  
 Kansas City, MO 64111  
 United States

**ESTIMATE #** Riverside Public

**DATE** 01/17/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
*1	Ark group	Arktura Lighting- Standard Backlight Torsion Panel wall -3500K	-15	250.00	-3,750.00
*2	Ark group	Arktura Lighting - DriverJunction box-5 in 1Dimming dual output 96w-class 2	-8	300.00	-2,400.00
*3	Ark group	Arktura Lighting Backlight panel - custom RGBW 6500K	15	438.00	6,570.00
*4	Ark group	Arktura Lighting - 24V Driver-3x96W dimmable output Class 2	5	470.00	2,350.00
*5	Ark group	Arktura Lighting DECODER: DMX512 decoder Dimmer 12- 24VDC ( 1 per fixture required)	15	280.00	4,200.00
*6	Ark group	Arktura Lighting Master Controller DMX Wall Controller RGBW- Wall mount (1 per scope required)	1	342.00	342.00
*7	Ark group	Arktura Design- Development of RGB fixture wire diagram	1	3,000.00	3,000.00
	Shipping	Crating and shipping	1	2,400.00	2,400.00T

Riverside Public Safety  
2990 NW Vivion Rd  
Riverside, MO 64150

SUBTOTAL	12,712.00
TAX	0.00
<b>TOTAL</b>	<b>\$12,712.00</b>

Accepted By

Accepted Date

Descriptions of items on next  
page.



Vapor® Graphic Perf® (holes on 1" stagger centers w/ 0.3" to 1.2" dia)	QTY (15) 2'x4' Vapor panels with custom perforated pattern for 120 SF w/waste for attachment to Vertika system. Field trimming by others as needed.	1.00	Standard Color TBD	N/A	USD 15,000.00	USD 15,000.00	USD 15,000.00	
Backer Frosted - Vapor® Wall 2x4	Translucent polycarbonate backer - Class B. Fielding trimming by others as needed.	15.00	N/A	N/A	USD 112.00	USD 1,680.00	USD 1,680.00	
Arktura Lighting - Standard Backlight Torsion Panel - Wall - 3500K	One Ladder for 2' x 4' wall Panels- 11 rows 18" wide lights 4" o.c. - 5490 lumens/ 66 watts - 10' leader wire - Low voltage power supply sold separately.	15.00	N/A	N/A	USD 250.00	USD 3,750.00	USD 3,750.00	*1
Arktura Lighting - Driver Junction box - 5 in 1 Dimming dual output 96W Class 2	POWER SUPPLY (CLASS 2): Dual Output 96W junction box - can power QTY (2) 66w backlights. Final driver count to be confirmed by electrician.	8.00	N/A	N/A	USD 300.00	USD 2,400.00	USD 2,400.00	*2
Vertika™ - 4' channel- Interior	Intermediate Channels w/Hook Plates. Fasteners to base building and Trimming in field by others	4.00	Standard Color TBD	N/A	USD 85.00	USD 340.00	USD 340.00	
Vertika™ - 8' Channel - Interior	Intermediate Channels w/Hook Plates. Fasteners to base building and Trimming in field by others	4.00	Standard Color TBD	N/A	USD 160.00	USD 640.00	USD 640.00	
Vertika™ - 9' Cut Trim - Interior	Perimeter Cut Edge Trim. Fasteners to base building and Trimming in field by others	3.00	Standard Color TBD	N/A	USD 200.00	USD 600.00	USD 600.00	
Vertika™ - 9' Trim - Interior	Perimeter Edge Trim w/Hook Plates. Fasteners to base building and Trimming in field by others	3.00	Standard Color TBD	N/A	USD 200.00	USD 600.00	USD 600.00	
Arktura Design	INCLUDED: Coordination and Development of custom pattern and all digital files associated with manufacturing (40 hours)	1.00	N/A	N/A	USD 0.00	USD 0.00	USD 0.00	
NOTE	IMPORTANT: 2% additional shipping costs added due to hyperinflation.	1.00	N/A	N/A	USD 0.00	USD 0.00	USD 0.00	

Arktura Lighting - Backlight Panel - Custom	WALL: One Ladder for 2' x 4' panels- 11 rows 18" wide lights 4" o.c. - RGBW (6500K) - 10' leader wire - Low voltage power supply sold separately (Some assembly required)	15.00	N/A	N/A	USD 438.00	USD 6,570.00	USD 6,570.00	*3
Arktura Lighting - 24V Driver - 3x96W dimmable output- Class 2	POWER SUPPLY (CLASS 2): Dual Output 96W junction box - can power QTY (3) 66w backlights. Final driver count to be confirmed by electrician.	5.00	N/A	N/A	USD 470.00	USD 2,350.00	USD 2,350.00	*4
Lighting	DECODER: DMX512 Decoder Dimmer 12-24VDC (1 per fixture required)	15.00	N/A	N/A	USD 280.00	USD 4,200.00	USD 4,200.00	*5
Lighting	MASTER CONTROLLER: DMX Wall Controller RGBW - Wall mounted (1 per scope required)	1.00	N/A	N/A	USD 342.00	USD 342.00	USD 342.00	*6
Arktura Design	Development of RGB fixture wire diagram (20 hours)	1.00	N/A	N/A	USD 3,000.00	USD 3,000.00	USD 3,000.00	*7



Quote Name Riverside Public Safety  
Quote # 20220419-17412  
Created Date 4/19/2022

Company Address 18225 S Figueroa St.  
Gardena, California 90248  
United States

Prepared By Romina Cornejo  
Prepared By (Email) romina.cornejo@arktura.com

Contact Name Andrew Helling  
Phone (816) 471-2559  
Email andrew@hartks.com

Bill To Name Owner/Contractor  
Bill To Missouri  
United States

Ship To Name TBD  
Ship To Missouri  
United States

Product	Line Item Description	Quantity	Color	Soft Sound Color	Sales Price	Subtotal	Total Price
Vapor® Graphic Perf® (holes on 1" stagger centers w/ 0.3" to 1.2" dia)	QTY (15) 2'x4' Vapor panels with custom perforated pattern for 120 SF w/waste for attachment to Vertika system. Field trimming by others as needed.	1.00	Standard Color TBD	N/A	USD 15,000.00	USD 15,000.00	USD 15,000.00
Backer Frosted - Vapor® Wall 2x4	Translucent polycarbonate backer - Class B. Fielding trimming by others as needed.	15.00	N/A	N/A	USD 112.00	USD 1,680.00	USD 1,680.00
Arktura Lighting - Standard Backlight Torsion Panel - Wall - 3500K	One Ladder for 2' x 4' wall Panels- 11 rows 18" wide lights 4" o.c. - 5490 lumens/ 66 watts - 10' leader wire - Low voltage power supply sold separately.	15.00	N/A	N/A	USD 250.00	USD 3,750.00	USD 3,750.00
Arktura Lighting - Driver Junction box - 5 in 1 Dimming dual output 96W Class 2	POWER SUPPLY (CLASS 2): Dual Output 96W junction box - can power QTY (2) 66w backlights. Final driver count to be confirmed by electrician.	8.00	N/A	N/A	USD 300.00	USD 2,400.00	USD 2,400.00
Vertika™ - 4' channel- Interior	Intermediate Channels w/Hook Plates. Fasteners to base building and Trimming in field by others	4.00	Standard Color TBD	N/A	USD 85.00	USD 340.00	USD 340.00
Vertika™ - 8' Channel - Interior	Intermediate Channels w/Hook Plates. Fasteners to base building and Trimming in field by others	4.00	Standard Color TBD	N/A	USD 160.00	USD 640.00	USD 640.00
Vertika™ - 9' Cut Trim - Interior	Perimeter Cut Edge Trim. Fasteners to base building and Trimming in field by others	3.00	Standard Color TBD	N/A	USD 200.00	USD 600.00	USD 600.00
Vertika™ - 9' Trim - Interior	Perimeter Edge Trim w/Hook Plates. Fasteners to base building and Trimming in field by others	3.00	Standard Color TBD	N/A	USD 200.00	USD 600.00	USD 600.00
Arktura Design	INCLUDED: Coordination and Development of custom pattern and all digital files associated with manufacturing (40 hours)	1.00	N/A	N/A	USD 0.00	USD 0.00	USD 0.00
NOTE	IMPORTANT: 2% additional shipping costs added due to hyperinflation.	1.00	N/A	N/A	USD 0.00	USD 0.00	USD 0.00

ACCEPTED BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



Payment Terms:	30% Shops, 30% approval, 40% pre-ship	Subtotal	USD 25,010.00
Quote Valid For	30 Days	Total Price	USD 25,010.00
Lead Time	Please allow 2-4 weeks for design coordination with Architect and 6 weeks for manufacture (after final shop drawing approval) and 7 days for transit.	Crating and Shipping	USD 4,300.00
		Grand Total	USD 29,310.00
		TAX	NOT INCLUDED

**Qualifications** SHOP DRAWINGS: by Arktura per architectural drawings and IN FIELD MEASUREMENTS BY PURCHASER OR ASSIGNED INSTALLER. One round of shop revisions included. Max allowance for shop drawing approvals is 5 days (delays in approval will have a schedule impact) Installation instructions Included. Arktura not to be involved in Building department reviews. . ADDITIONAL WORK: will be billed as add scope. DELIVERABLES: Arktura to furnish material integral to the system. SHIPPING: Is assumed to be to a commercial loading dock or tractor trailer accessible location for removal with forklift or crane by others. Any visible damage to crates must be noted on shipping docs at time of delivery and reported to Arktura within 12 hrs. STORAGE: All crates are to be stored in a dry, flat, safe area. Failure to comply may void warranty. W9 and resale certificate required for purchase. Quotation Subject to Warranty, Terms and Conditions (attached).PAYMENT: For USA: Check or ACH Transfer only. For International: Wire Transfer only.

**Exclusions** LEAD TIME: Lead time listed excludes factory holiday closures TAXES: Applicable local sales or import tax and duties are not included.CODE COMPLIANCE: Any required engineering per local code is by others unless arktura has included engineering services as a line item on this Quote. INSTALLATION: by others. Onsite training by Arktura representative only if listed as a line item in this Quote. HARDWARE: fasteners (i.e bolts, nuts, screws, imbeds, rods, or wires) from system hang points or panel standoffs to base building by others.LIGHTING: Not included unless specific components are specified as a line item.



Quote Name Riverside Public Safety - RGB [Scope 2 of 2] [Alt 2 of 2] Company Address 18225 S Figueroa St.  
Gardena, California 90248  
United States  
Quote # 20221118-22337  
Created Date 1/12/2023

Prepared By Guido Sauer Contact Name Andrew Helling  
Prepared By (Email) guido@arktura.com Phone (816) 471-2559  
Email andrew@hartks.com

Bill To Name Owner/Contractor Ship To Name TBD  
Bill To Missouri Ship To Missouri  
United States United States

Product	Line Item Description	Quantity	Color	Soft Sound Color	Sales Price	Subtotal	Total Price
Arktura Lighting - Backlight Panel - Custom	WALL: One Ladder for 2' x 4' panels- 11 rows 18" wide lights 4" o.c. - RGBW (6500K) - 10' leader wire - Low voltage power supply sold separately (Some assembly required)	15.00	N/A	N/A	USD 438.00	USD 6,570.00	USD 6,570.00
Arktura Lighting - 24V Driver - 3x96W dimmable output- Class 2	POWER SUPPLY (CLASS 2): Dual Output 96W junction box - can power QTY (3) 66w backlights. Final driver count to be confirmed by electrician.	5.00	N/A	N/A	USD 470.00	USD 2,350.00	USD 2,350.00
Lighting	DECODER: DMX512 Decoder Dimmer 12-24VDC (1 per fixture required)	15.00	N/A	N/A	USD 280.00	USD 4,200.00	USD 4,200.00
Lighting	MASTER CONTROLLER: DMX Wall Controller RGBW - Wall mounted (1 per scope required)	1.00	N/A	N/A	USD 342.00	USD 342.00	USD 342.00
Arktura Design	Development of RGB fixture wire diagram (20 hours)	1.00	N/A	N/A	USD 3,000.00	USD 3,000.00	USD 3,000.00

Payment Terms: 50% manufacture, 50% pre-ship Subtotal USD 16,462.00  
Quote Valid For 30 Days Total Price USD 16,462.00  
Lead Time Please allow up to 4 weeks for design, 12-14 weeks for manufacture and 7 days for transit. Crating and Shipping USD 2,400.00  
Grand Total USD 18,862.00  
TAX NOT INCLUDED

Qualifications (Standard Product) INSTALLATION: This is a standard product, standard installation instructions will be provided. All layout is to be done by the architect or installer to conform with the parameters of the standard system. No custom modules included. Arktura not to be involved in Building department reviews. ADDITIONAL WORK: will be billed as add scope. DELIVERABLES: Arktura to furnish material integral to the system. SHIPPING: Is assumed to be to a commercial loading dock or tractor trailer accessible location for removal with forklift or crane by others. Any visible damage to crates must be noted on shipping docs at time of delivery and reported to Arktura within 12 hrs. STORAGE: All crates are to be stored in a dry, flat, safe area. Failure to comply may void warranty. W9 and resale certificate required for purchase. Quotation Subject to Warranty, Terms and Conditions (attached).PAYMENT: For USA: Check or ACH Transfer only. For International: Wire Transfer only.

Exclusions PRICING: Excludes Programming services or any coordination regarding lighting effects/animations (to be quoted)

ACCEPTED BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



separately if required). LEAD TIME: Lead time listed excludes factory holiday closures TAXES: Applicable local sales or import tax and duties are not included. CODE COMPLIANCE: Any required engineering per local code is by others unless arktura has included engineering services as a line item on this Quote. INSTALLATION: by others. Onsite training by Arktura representative only if listed as a line item in this Quote. HARDWARE: fasteners (i.e bolts, nuts, screws, imbeds, rods, or wires) from system hang points or panel standoffs to base building by others. LIGHTING: Not included unless specific components are specified as a line item.



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/19/2023

Number: 0046

Subject: PR036 - S2 to L1 Change

Source of Funding: Owner Contract Change Order

Description

Cost to switch S2 countertops to L1 countertops.

Days Requested: 0

Change Total: \$(7,161.36)

Item Number	Description	Amount
01	Cost to add additional L1 per PR036	\$2,810.96
02	Labor to install additional L1 countertops	\$680.00
03	Deduct removing S2 from scope.	\$(10,311.30)
	Profit & Overhead	\$(341.02)

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Change Order**  
Date 01/19/23

To: Crossland Construction  
833 S. East Ave  
Columbus, KS 66725

Ship To: Riverside Public Safety (price update)  
2990 NW Vivion Rd  
Riverside, MO

Phone (620) 429-1414  
Fax (620) 429-1414

PR #2

Attention	: n/a	Project Id	: 22368
Project Desc.	: Riverside Public Safety (price update)	Ship Via	: Our Truck
Terms	: Net 30	P.O. Number	: n/a
Bid Time	: n/a	Salesperson	: Becky Carmichael

Item No	Description	Qty	UOM	Selling Price
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**CO - PR #36- add p-lam countertops (Wilsonart Canyon Zephyr w/3mm PVC edge) (Pending)**

**Storage Ice #137 - C8, C10, C12/A4.01:**

1 P/L Countertop 1 ea

**Laundry A136 - A12/A4.01:**

2 P/L Countertop w/ Splash 1 ea

**Workroom A178 - 13, 15,17/A4.04:**

3 P/L Countertop 1 ea

4 CO - PR #36- add p-lam countertops (Wilsonart Canyon Zephyr w/3mm PVC edge) 1 \$ 2,810.96

Sales Tax will be added to the total if applicable

No install, No solid surface or quartz , No wood trim, No wood finish. No stainless steel countertops, No bench, No lockers

**Acceptance of Change Order**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Crossland Construction By: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted: HWI Custom Interiors By: \_\_\_\_\_ Date: \_\_\_\_\_



# CENTRAL SURFACES

3199 Mercier Street  
Kansas City, MO 64111

816.200.7250

centralsurfaces.com

<b>Estimator:</b> Adam Borker	<b>Customer PO:</b>	<b>Quote Number:</b> 6756
<b>Salesperson:</b> Shane Crandall	<b>Revision Date:</b> 1/19/2023	<b>Quote Name:</b> Riverside Public Safety - Crossland

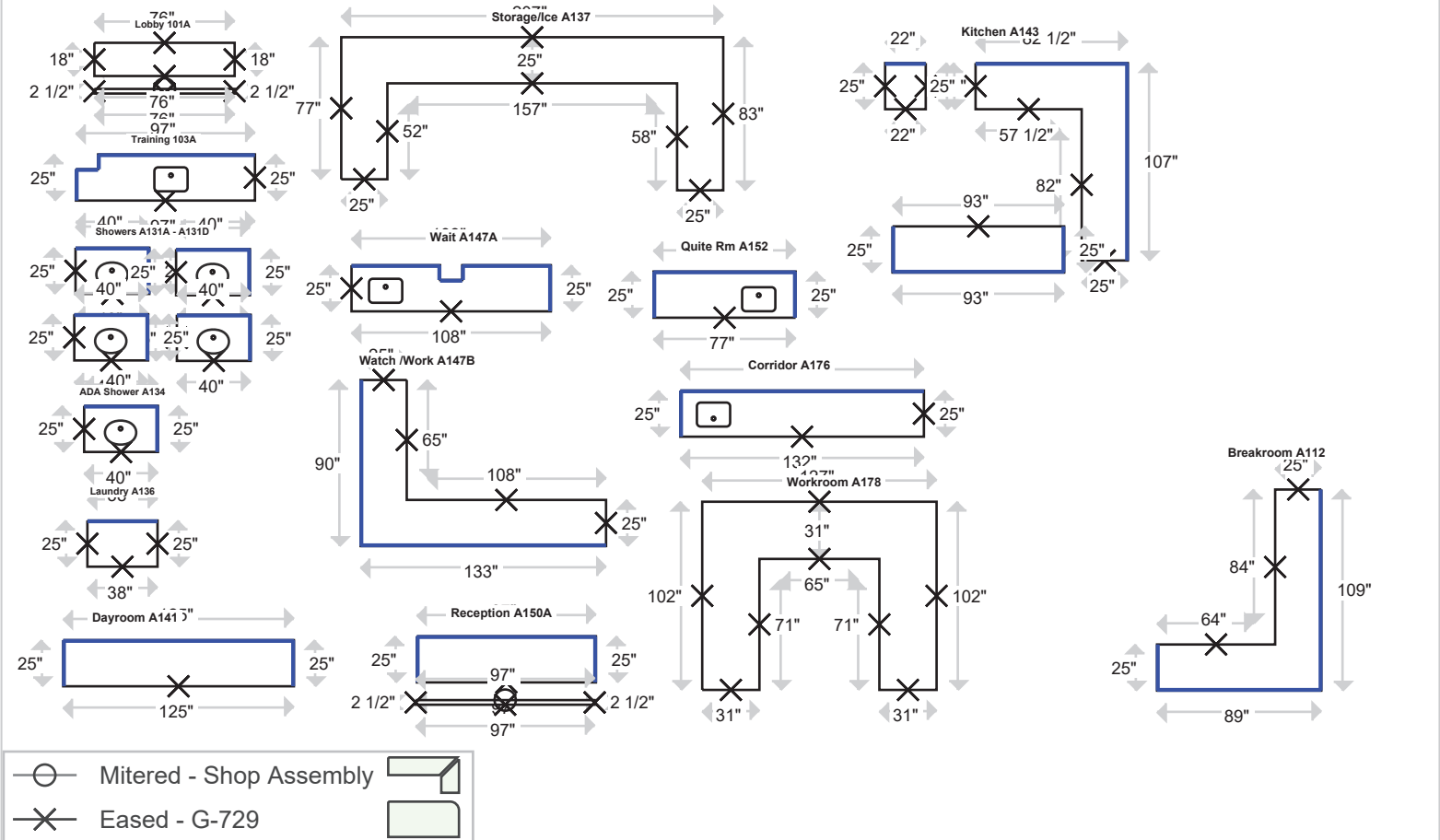
**Project Address:**

2990 NW Vivion Rd  
Riverside, MO 64150

**Bill to (Account):**

Crossland Construction  
CROSSLAND CONSTRUCTION  
3252 Roanoke Rd  
Kansas City, MO 64111

**Drawing:**



## QUOTE

**Lobby 101A**

10.8 sq ft Caesarstone - 2CM Bianco Drift	\$1,015.20
22.4 lin ft Finished Edge - Eased - G-729	
6.3 lin ft Finished Edge - Mitered - Shop Assembly	\$315.00
<b>Subtotal:</b>	<b>\$1,330.20</b>

**Training 103A**

16.8 sq ft Cambria - 3CM Skara Brae	\$1,822.80
3.4 sq ft - 4" Splash	\$368.90
10.2 lin ft Finished Edge - Eased - G-729	
1 - 18" Undermount Sink Cutout	\$150.00
1 - 8" x 12" Notched Corner	
<b>Subtotal:</b>	<b>\$2,341.70</b>



**Showers A131A-A131D**

27.8 sq ft Cambria - 3CM Skara Brae	\$3,016.30
7.2 sq ft - 4" Splash	\$781.20
21.7 lin ft Finished Edge - Eased - G-729	
4 - 17" Undermount Sink Cutout	\$600.00
Subtotal:	\$4,397.50

**ADA Shower A134**

6.9 sq ft Cambria - 3CM Skara Brae	\$748.65
1.8 sq ft - 4" Splash	\$195.30
5.4 lin ft Finished Edge - Eased - G-729	
1 - 17" Undermount Sink Cutout	\$150.00
Subtotal:	\$1,093.95

**Laundry A136**

6.6 sq ft Cambria - 3CM Devon	\$564.30
1.1 sq ft - 4" Splash	\$94.05
7.3 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$658.35

**Storage/Ice A137**

55 sq ft Cambria - 3CM Devon	\$4,702.50
57 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$4,702.50

**Dayroom A141**

21.7 sq ft Cambria - 3CM Skara Brae	\$2,354.45
4.9 sq ft - 4" Splash	\$531.65
10.4 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$2,886.10

**Kitchen A143**

48.5 sq ft Cambria - 3CM Skara Brae	\$5,262.25
9.8 sq ft - 4" Splash	\$1,063.30
29.5 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$6,325.55

**Wait A147A**

18.8 sq ft Cambria - 3CM Skara Brae	\$2,039.80
4.1 sq ft - 4" Splash	\$444.85
11.1 lin ft Finished Edge - Eased - G-729	
1 - 18" Undermount Sink Cutout	\$150.00
1 - 12" Bump-In	
Subtotal:	\$2,634.65

**Watch /Work A147B**

34.4 sq ft Cambria - 3CM Skara Brae	\$3,732.40
6.2 sq ft - 4" Splash	\$672.70
18.6 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$4,405.10

**Reception A150A**

18.5 sq ft Caesarstone - 2CM Bianco Drift	\$1,739.00
4.1 sq ft - 4" Splash	\$385.40
16.6 lin ft Finished Edge - Eased - G-729	
8.1 lin ft Finished Edge - Mitered - Shop Assembly	\$405.00
Subtotal:	\$2,529.40

**Quite Rm A152**

13.4 sq ft Cambria - 3CM Skara Brae	\$1,453.90
3.5 sq ft - 4" Splash	\$379.75
6.4 lin ft Finished Edge - Eased - G-729	
1 - 18" Undermount Sink Cutout	\$150.00
Subtotal:	\$1,983.65

**Corridor A176**

22.9 sq ft Cambria - 3CM Skara Brae	\$2,484.65
4.4 sq ft - 4" Splash	\$477.40
13.1 lin ft Finished Edge - Eased - G-729	
1 - 18" Undermount Sink Cutout	\$150.00
Subtotal:	\$3,112.05

**Workroom A178**

57.9 sq ft Cambria - 3CM Devon	\$4,950.45
50 lin ft Finished Edge - Eased - G-729	
Subtotal:	\$4,950.45

**Breakroom A112**

30 sq ft Cambria - 3CM Skara Brae

\$3,255.00

6.2 sq ft - 4" Splash

\$672.70

14.4 lin ft Finished Edge - Eased - G-729

Subtotal:

\$3,927.70

**Total:****\$47,278.85**

Quotes are good for 30 days unless otherwise noted. All pricing will be based on final measurements, as estimates do not always match actual measurements taken during the template phase. You will be notified if there is a change prior to material being ordered.



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/20/2023

Number: 0048

Subject: Basement Ceiling Tiles

Source of Funding: Owner Contract Change Order

Description

Cost to install new basement ceiling tiles. Cost includes deduct for original cost of fitness room tiles, deduct for the cost for Crossland to replace damaged tiles with original tiles, and full cost of the new tile install.

Days Requested: 0

Change Total: \$6,093.72

Item Number	Description	Amount
01	Cost to remove original ceiling tiles from scope. (396SF x \$2.52/SF)	\$(1,000.00)
02	Cost for Crossland to replace existing ceiling tile in damaged area. (117SF x \$2.52/SF)	\$(295.45)
03	Cost to install new ceiling tile in all areas of fitness room.	\$7,099.00
	Profit & Overhead	\$290.17

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Riverside Public Service



Kevin Kimbrough <aaabuilders@gmail.com>  
To Ryan Wacker

Start your reply all with: [Approved.](#) [Got it, thanks!](#) [Thank you, I will let you know.](#) [Feedback](#)

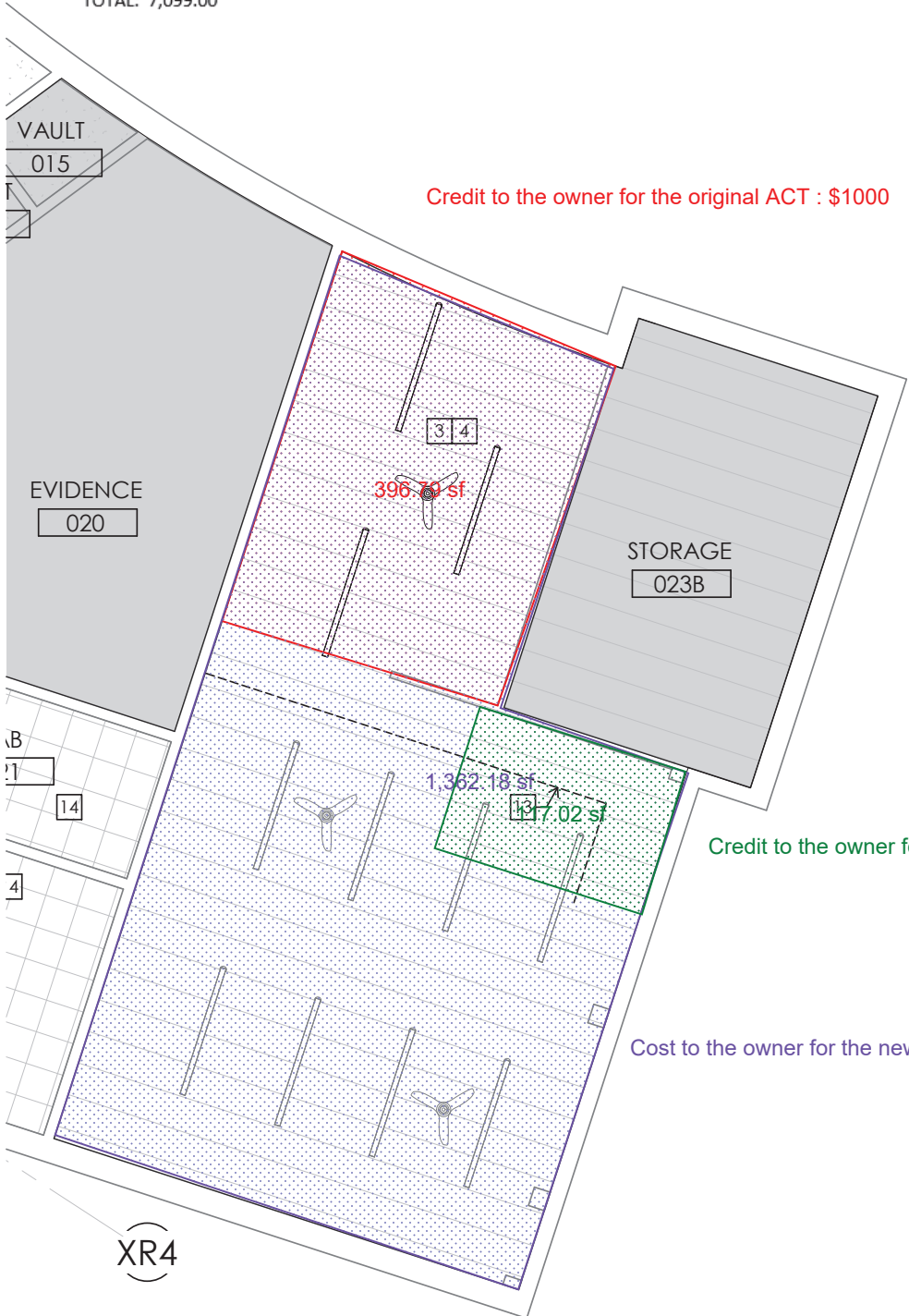
**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

The following is cost associated with the above project:

Acoustical Tile for Basement:  
\$1,000.00 CREDIT

ADD for new Tile and DWC:  
Material: \$3,501.00  
Labor: \$3,598.00  
TOTAL: 7,099.00



Credit to the owner for the original ACT : \$1000

Credit to the owner for the original ACT that Crossland damaged : \$295.45

Cost to the owner for the new product : \$7,099.00





Upstream from ordinary.

**2950 NW Vivion Road  
Riverside, Missouri 64150**

**MEMO DATE:** January 31, 2023  
**AGENDA DATE:** February 7, 2023  
**TO:** Mayor and Board of Aldermen  
**FROM:** Noel Bennion  
**RE:** Change Order 13: Crossland Construction Company, Inc.  
 Additions & Renovation Riverside Public Safety (537-086)

**BACKGROUND:** A broken gate valve was found in the water room and needed to be replaced. The roof had wood blocks supporting RTU piping. These blocks will be replaced with a material that won't degrade as easily and is better for the roof. The fire storage/ice room was not designed with a ceiling. The ceiling is necessary to deliver HVAC to this room.

**BUDGETARY IMPACT:** An increase of \$3,567.73.

Original Contract Amount	\$4,717,000.00
Total of Previous Changes**	\$ 184,014.98
Total this Change Order	\$ 3,567.73
Current Contract Total	\$4,904,582.71

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Crossland Construction Company, Inc.

**\*\*LISTING OF PREVIOUS CHANGE ORDERS:**

CO1: Relocate conduit in walls	\$ 33,413.48
CO2: Replace degraded sewer pipe	\$ 9,671.55
CO3: Reuse existing VAV units	-\$ 2,535.81
CO4: Keep existing windows	-\$ 3,520.91
CO5: Lighting, vapor barrier, panels	\$ 2,425.95
CO6: Rated Ceilings, floor drains, roof coping, broken sanitary pipe	\$ 62,533.52
CO7: Vanity, interview & bunk lights, locker ventilation	\$ 5,982.93
CO8: Remove soap dispensers	\$ -1,751.19
CO9: PRI3, Fire Kitchen Hood, Fire Conference Room, etc.	\$ 29,269.94
CO10: New flashing for existing condenser roof units	\$ 6,899.55
CO11: Parapet walls, window caulking, drain tile & RTU curb	\$ 17,176.88
CO12: Parapet walls, window caulking, drain tile & RTU curb	\$ 24,449.09
Total	\$184,014.98

**RESOLUTION NO. R-2023-014**

**A RESOLUTION APPROVING CHANGE ORDER 13 TO THE AGREEMENT WITH  
CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS &  
RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED  
CONTRACT AMOUNT OF \$4,904,582.71 FOR SUCH PURPOSES**

**WHEREAS**, the City of Riverside (“City”) issued an Invitation to Bid for the Additions & Renovations Riverside Public Safety (Project No. 537-086) (“Project”) which was awarded to Crossland Construction Company, Inc. (“Crossland”) pursuant to Resolution R-2022-038; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 13 to the agreement with Crossland, resulting in a total revised contract amount not to exceed \$4,904,582.71.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF  
THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** Change Order 13 to the Agreement between the City and Crossland, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$4,904,582.71.

**FURTHER THAT** the Mayor, City Administrator and all other required city officials are authorized to take such other actions and/or execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 7th day of February 2023.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk



# AIA<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*

Additions & Renovation  
Riverside Public Safety  
2990 NW Vivion Rd.  
Riverside, MO 64150

**CONTRACT INFORMATION:**

Contract For: General Construction  
Date: May 16, 2022  
Notice to Proceed: July 11, 2022

**CHANGE ORDER INFORMATION:**

Change Order Number: 013  
Date: January 30, 2023

**OWNER:** *(Name and address)*

City of Riverside  
2950 NW Vivion Road  
Riverside, MO 64150

**ARCHITECT:** *(Name and address)*

WSKF, Inc.  
110 Armour Road  
North Kansas City, MO 64116

**CONTRACTOR:** *(Name and address)*

Crossland Construction Company, Inc.  
833 S. East Avenue  
Columbus, KS 66725

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Per PCO0049 dated 1/25/2023, the cost to replace the broken 3" gate valve in the water room.

**\$835.45 - Increased Cost**

2. Per PCO0050 dated 1/25/2023, the cost to replace the existing 4X4's at the roof with new rubber roof blocks. Rooflink provided direction to proceed with pricing as recommended change.

**\$697.22 - Increased Cost**

3. Per PCO0047 dated 1/30/23, the cost to install ACT ceiling grid and tile in the storage/ice room. Include dropping FS heads and diffusers in grid and installing lights to the new ceiling.

**\$2,035.06 - Increased Cost**

**\$3,567.73 - Total Increased Cost for Change Order No. Thirteen.**

The original Contract Sum was	\$	4,717,000.00
The net change by previously authorized Change Orders	\$	184,014.98
The Contract Sum prior to this Change Order was	\$	4,901,014.98
The Contract Sum will be increased by this Change Order in the amount of	\$	3,567.73
The new Contract Sum including this Change Order will be	\$	4,904,582.71

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be March 8, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

WSKF, Inc.

**ARCHITECT** *(Firm name)*

Rick Kuhl, RA Digitally signed by Rick Kuhl, RA  
DN: c=US, e=rkuhl@wskf.com,  
o=WSKF, Inc., cn=Rick Kuhl, RA  
Date: 2023.01.31 06:19:53-06'00'

**SIGNATURE**

Rick Kuhl, Principal

**PRINTED NAME AND TITLE**

01/31/2023

**DATE**

Crossland Construction Company, Inc.

**CONTRACTOR** *(Firm name)*

Ryan Wacker Digitally signed by Ryan Wacker  
DN: c=US, e=rwacker@crossland.com,  
o=Crossland Construction Company, cn=Ryan  
Wacker  
Date: 2023.01.31 07:11:29-06'00'

**SIGNATURE**

Ryan Wacker, Project Manager

**PRINTED NAME AND TITLE**

01/31/2023

**DATE**

City of Riverside

**OWNER** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/25/2023

Number: 0049

Subject: Replacing Broken Gate Valve in Water Room

Source of Funding: Owner Contract Change Order

Description

Cost to replace the broken 3" gate valve in the water room.

Days Requested: 0

Change Total: \$835.45

Item Number	Description	Amount
01	Cost to replace the broken gate valve.	\$795.67
	Profit & Overhead	\$39.78

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Riverside Roof Blocks and 3" gate valve replacement



Dave Joe <djm@genesislumbing.com>

To Ryan Wacker

Cc Dave Joe; Shannon Welch

Reply Reply All Forward

Wed 1/25/2023 12:09 PM



**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

Per the attached pricing, please find our price to replace the 3" gate valve and the roof blocks as follows:

1- 3" gate valve with gaskets and bolts	\$383.34
4 hours labor @ \$85 per hour	\$340.00
10% O&P	\$72.33
<b>Total to replace 3" gate valve</b>	<b>\$795.67</b>
10 existing roof blocks replaced with new, material per attached	\$263.66
4 hours labor @ \$85 per hour	\$340.00
10% O&P	\$60.36
<b>Total to replace roof blocks</b>	<b>\$664.02</b>

Best regards,  
David Madden  
Genesis Plumbing Enterprises LLC  
Cell: (816) 225 4576  
Office: (816) 353 6724  
Fax : (816) 353 2579  
Email : [djm@genesislumbing.com](mailto:djm@genesislumbing.com)



4400 E 12TH STREET  
KANSAS CITY, MO 64127

PHONE (816) 842-9466  
FAX (999) 999-9999

**Quoted To Customer**  
GENESIS PLUMBING ENTERPRISES  
PO BOX 18456  
KANSAS CITY, MO 64133-8456  
  
Phone (816) 353-6724  
Fax (816) 353-2579

**Job Name**  
Riverside

Quote No.	Date	Page
0061577	1/25/23	1
Expiration Date		2/07/23
Revised Date		1/25/23
Bid Due Date		1/24/23

**Quoted By**  
Tony Schallenberg  
tscha@kcwindustrial.com  
(816) 842-9466

Customer	Payment Terms	Quoted To	Salesperson	FOB
003927	1% 10TH & 25TH NET 30	Tony Schallenberg	ANTHONY SCHALLENBERG	D

Line	Qty	Description	Unit Price	UOM	Extended Price
1.0	1	6GA100B1LFA 3 NRS GATE VLV FLANGED VLV F619	354.0917	EA	354.09
2.0	10	C10 MIFAB C-PORT ROOF BLOCK	15.0000	EA	150.00
3.0	2	B2011-1-1/4" PLTD P/PR CLAMP PLATED UNISTRUT CLAMP	1.6306	EA	3.26
4.0	8	B2013-2" PLTD P/PR CLAMP PLATED UNISTRUT CLAMP	2.3813	EA	19.05
5.0	20	B22SH GALV 20FT CHANNEL 1-5/8 SLOTTED STRUT*****	3.5000	FT	70.00
6.0	20	B201 3/8" ZN SQUARE WASHER AS 619 EG	.5885	EA	11.77
7.0	20	N228WO 3/8 STRUT NUT LESS SPRING (ASNS)	.3994	EA	7.99
8.0	20	3/8-16 HEAVY HEX NUT ZINC PLATED	.1200	EA	2.40
9.0	2	3" NON-ASB FF FLG-PAK BOLT-PAK ***** Begin Components *****	14.6229	EA	29.25
	1	3 IFG5500 15# 1/16 FULL FACE		EA	
	4	5/8X3-1/4 Z-PLTD HEX CAP SCREW		EA	
	4	42443 5/8" PLTD HEX NUT ***** End Components *****		EA	

Tax Area Id	Net Sales	647.81
	Freight	.00
	Tax	.00
	Quotation Total	647.81



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/25/2023

Number: 0050

Subject: New Roof Blocks at Existing Gas Lines

Source of Funding: Owner Contract Change Order

Description

Cost to replace the existing 4x4's at the roof with new rubber roof blocks. Rooflink provided direction to proceed with pricing as a recommended change.

Days Requested: 0

Change Total: \$697.22

Item Number	Description	Amount
01	Cost for new rubber roof blocks at the existing gas line.	\$664.02
	Profit & Overhead	\$33.20

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Riverside Roof Blocks and 3" gate vale replacement

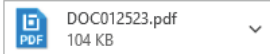


Dave Joe <djm@genesislumbing.com>

To Ryan Wacker  
Cc Dave Joe; Shannon Welch

Reply Reply All Forward

Wed 1/25/2023 12:09 PM



**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

Per the attached pricing, please find our price to replace the 3" gate valve and the roof blocks as follows:

1- 3" gate valve with gaskets and bolts	\$383.34
4 hours labor @ \$85 per hour	\$340.00
10% O&P	\$72.33
<b>Total to replace 3" gate valve</b>	<b>\$795.67</b>
10 existing roof blocks replaced with new, material per attached	\$263.66
4 hours labor @ \$85 per hour	\$340.00
10% O&P	\$60.36
<b>Total to replace roof blocks</b>	<b>\$664.02</b>

Best regards,

David Madden  
Genesis Plumbing Enterprises LLC  
Cell: (816) 225 4576  
Office: (816) 353 6724  
Fax : (816) 353 2579  
Email : [djm@genesislumbing.com](mailto:djm@genesislumbing.com)



4400 E 12TH STREET  
KANSAS CITY, MO 64127

PHONE (816) 842-9466  
FAX (999) 999-9999

**Quoted To Customer**  
  
GENESIS PLUMBING ENTERPRISES  
PO BOX 18456  
KANSAS CITY, MO 64133-8456  
  
Phone (816) 353-6724  
Fax (816) 353-2579

**Job Name**  
Riverside

Quote No.	Date	Page
0061577	1/25/23	1
Expiration Date		2/07/23
Revised Date		1/25/23
Bid Due Date		1/24/23

**Quoted By**  
  
Tony Schallenberg  
tscha@kcwindustrial.com  
(816) 842-9466

Customer	Payment Terms	Quoted To	Salesperson	FOB
003927	1% 10TH & 25TH NET 30	Tony Schallenberg	ANTHONY SCHALLENBERG	D

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	6GA100B1LEA 3 NRS GATE VLV FLANGED VLV F619	354.0917	EA	354.09
2.0	10	C10 MIFAB C-PORT ROOF BLOCK	15.0000	EA	150.00
3.0	2	B2011-1-1/4" PLTD P/PR CLAMP PLATED UNISTRUT CLAMP	1.6306	EA	3.26
4.0	8	B2013-2" PLTD P/PR CLAMP PLATED UNISTRUT CLAMP	2.3813	EA	19.05
5.0	20	B22SH GALV 20FT CHANNEL 1-5/8 SLOTTED STRUT*****	3.5000	FT	70.00
6.0	20	B201 3/8" ZN SQUARE WASHER AS 619 EG	.5885	EA	11.77
7.0	20	N228WO 3/8 STRUT NUT LESS SPRING (ASNS)	.3994	EA	7.99
8.0	20	3/8-16 HEAVY HEX NUT ZINC PLATED	.1200	EA	2.40
9.0	2	3" NON-ASB FF FLG-PAR BOLT-PAR ***** Begin Components *****	14.6229	EA	29.25
	1	3 IFG5500 150# 1/16 FULL FACE		EA	
	4	5/8X3-1/4 Z-PLTD HEX CAP SCREW		EA	
	4	42443 5/8" PLTD HEX NUT ***** End Components *****		EA	

Tax Area Id	Net Sales	647.81
	Freight	.00
	Tax	.00
	Quotation Total	647.81



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 1/30/2023

Number: 0047

Subject: PR034 - Storage/Ice Room Option A

Source of Funding: Owner Contract Change Order

Description

Cost to install ACT ceiling grid and tile in the storage/ice room. Include dropping FS heads and diffusers in grid and installing lights to the new ceiling.

Days Requested: 0

Change Total: \$2,035.06

Item Number	Description	Amount
01	Installing new ACT grid and tile.	\$732.00
02	Installing lights to new grid.	\$307.16
03	Dropping FS heads in new ACT.	\$899.00
	Profit & Overhead	\$96.90

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Riverside Public Safety PR 034



Kevin Kimbrough <aaabuilders@gmail.com>  
To: Ryan Wacker

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#)  [⋮](#)

Fri 1/20/2023 12:18 PM

Start your reply all with: [Thank you!](#) [Got it, thanks!](#) [Received, thank you.](#) [Feedback](#)

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Ryan,

PR 034

ACT:  
Material: \$332.00  
Labor: \$400.00  
Total: \$732.00

Drywall:  
Material: \$336.00  
Labor: \$500.00  
Total: \$836.00



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

---

**Work Description**

PR# 034-Reinstall lights below drop ceiling in Room A137



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

---

**Itemized Description**

---

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
4'Luminaire Linear Surface Mount w/ Lens - LED Integral Lamp	3.000	0.00	1.500
Luminaire T-Bar Support	6.000	15.06	0.600
Demolition - Luminaire Linear 4' Long	3.000	0.00	0.750
<b>Totals</b>	<b>12.000</b>	<b>15.06</b>	<b>2.850</b>

# Proposed Change Order

**WACHTER, INC.**  
16001 W 99th St  
Lenexa, Kansas 66219

**Contract Name: Riverside- Crossland Construction**  
**Contract #: 1**  
**Project Name: 47570**  
**Project #: Riverside Public Safety**  
**Client PCO #:**

Client Address:

---

## Summary

---

<b>Extension Materials</b>		<b>%</b>	<b>Total</b>		
Database Material			15.06		
Total Extension Material Cost			15.06		
Material Markup		10.00	1.51		
<b>Total Extension Material</b>				<b>16.57</b>	
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>	<b>%</b>	<b>Total</b>
Field Labor					
Crew RATE ST	2.850	92.69	264.17		
Total Field Labor					264.17
Total Labor Cost					264.17
Labor Markup				10.000	26.42
<b>Total Labor</b>					<b>290.59</b>
<b>Sub Total 1</b>					<b>307.15</b>
<b>Sub Total 2</b>					<b>307.16</b>
<b>Total</b>					<b>307.16</b>

---

## Contractor Certification

---

**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided

---

## Client Acceptance

---

**PCO #:** 23  
**Final Amount:** \$ 307.16  
**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Change Order #:** \_\_\_\_\_  
I hereby accept this quotation and authorize the contractor to complete the above described work

---

## Work Description

---

**ADVANTAGE FIRE PROTECTION SYSTEMS, INC.**

404B NW 11<sup>th</sup> St.

Blue Springs, MO 64015

Phone 816-224-3400 Fax 816-224-0401

Date: January 25. 2023

To: Crossland Construction

ATTN: Ryan

RE: Riverside PR 34

**PLEASE SEE ADDITIONAL COST TO PROVIDE CHANGES PER PR 34, OPTION #1**

LABOR	6 x \$65.00	\$390.00
MATERIALS		\$425.00
OH/MU		\$ 84.00
TOTAL		\$899.00

Option #2    No Cost

**IF THERE ARE ANY QUESTIONS CONCERNING THE ABOVE PLEASE ADVISE, OTHERWISE, WE AWAIT YOUR RESPONSE.**

**RESPECTFULLY SUBMITTED,**

**ROB KNOX**

**PRESIDENT**

**RESOLUTION NO. R-2023-015**

**A RESOLUTION APPROVING THE 1<sup>ST</sup> AMENDED AGREEMENT WITH ROOFLINK, LLC RELATED TO SPECIAL INSPECTIONS**

**WHEREAS**, the City issued a request for bids for the construction of improvements for the Riverside Public Safety Building (Project No. 537-086) (“Project”); and

**WHEREAS**, the project bid includes roofing of the Public Safety Building and provided that the City would hire a third-party roof inspector; and

**WHEREAS**, the Board of Aldermen entered into an agreement with Rooflink, LLC to perform the roof inspections by approved Resolution 2022-049 on June 7<sup>th</sup>, 2022;

**WHEREAS**, the parties desire to amend the existing agreement to provide for additional inspections.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** the 1<sup>st</sup> Amended Agreement between the City and Rooflink, LLC related to special inspections attached hereto in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City; and

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements, and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside Missouri the 7<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## 1<sup>st</sup> AMENDED AGREEMENT

This 1<sup>ST</sup> Amended Agreement ("Agreement") is entered between Rooflink, LLC (the "Service Provider") and the City of Riverside, Missouri, a Missouri municipal corporation (the "City"), effective on the date last signed by the parties ("Effective Date").

In consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

- 1. Scope of Services and Compensation.** The Service Provider shall provide the Project Services and receive compensation as described in Exhibit A.
- 2. Insurance.** Service Provider shall file with the City evidence of liability insurance that is consistent with the amounts set forth below.

A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence. The City shall be listed as an additional insured. The Service Provider shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all their respective employees. The Service Provider hereby indemnifies the City for any damage resulting to it from failure of the Service Provider to obtain and maintain such insurance as described in this section. The Service Provider shall provide the City with a certificate of insurance indicating coverage prior to beginning work.

- 3. Relationship of Parties.** Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Service Provider as an independent contractor.
- 4. Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Platte County, Missouri.
- 5. Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion.
- 6. No Third Party Rights.** The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
- 7. Counterparts.** This Agreement may be executed in separate counterparts.

**8. Termination.** Failure of the Service Provider to fulfill its obligations under this Agreement in a timely and satisfactory manner in accordance with the description of services set forth in Exhibit A, shall constitute a breach of the Agreement, and the City shall thereupon have the right to immediately terminate the Agreement without further recourse.

**9. Indemnification and Hold Harmless.** Service Provider shall defend, indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto. This section shall survive termination.

**10. Work Authorization Affidavit.** Service Provider shall execute the attached affidavit.

**11. Waiver.** No waiver shall be effective unless in writing and signed by the waiving party. A waiver by a party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

**12. Amendment.** Except as otherwise set forth in this Agreement, any amendments to this Agreement shall be in writing and signed by both parties.

**13. Force Majeure.** If either party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance.

**12. Interpretation.** Both parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a party's favor on the basis that the other party drafted the provision containing the ambiguity.

**IN WITNESS WHEREOF,** the Service Provider and the City have executed this Agreement as of the Effective Date.

**Service Provider:**

By: Roofline

Name: JASON D. POLLARD, P.R.O.

Title: PRINCIPAL

Date: JAN. 31, 2023

**City of Riverside, Missouri:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Project Services**

Provide special inspection services below for the Public Safety Building Project.

Provide full time roof inspections while the roofing contractor is installing roofing or sheet metal products from the time of commencement to the time of completion each day.

Ensure the roofing contractor is installing the roof system and components per written specifications and detail drawings.

Provide detailed daily reports including information on the work performed that day, weather conditions, and photos of the work conducted.

Compensation shall be \$1500 per day, not to exceed \$45,000.

*Amended to: Compensation shall be \$1,500 / day not to exceed 33 days for regular daily inspections. A subtotal of daily inspections of not to exceed \$49,500. Additionally, \$2,250 compensation shall be provided for the pre-final inspection in February 2023 and the final inspection / roof scan in March 2023. A total not to exceed amount of \$51,750.*

Reports will be sent via email direct to the owners' representative within 1 business day of the works completion each day. All unforeseen issues regarding the installation of the roofing assembly, building design, or safety will be reported immediately once Service Provider has been made aware of it.

**AFFIDAVIT for WORK AUTHORIZATION**

**On File**



**RESOLUTION NO. R-2023-016**

**A RESOLUTION AWARDING THE BID FOR CONSTRUCTION OF THE HORIZONS AND 41ST INTERSECTION IMPROVEMENTS AND APPROVING THE AGREEMENT BETWEEN THE CITY AND GUNTER CONSTRUCTION COMPANY FOR CONSTRUCTION OF SUCH PROJECT**

**WHEREAS**, the City issued a request for bids for the construction of Horizons and 41st Intersection Improvements (No. 620-228) ("Project"); and

**WHEREAS**, the City received six (6) responses to its request for bid and the proposal submitted by Gunter Construction Company ("Gunter") in the amount of \$489,989.80 has been evaluated by the City and recommended as the most advantageous proposal for performance of the project; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to enter into a contract with Gunter to perform the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:**

**THAT** the proposal of Gunter for the construction of the Project in the amount of \$489,989.80 is hereby accepted and approved; and

**FURTHER THAT** an agreement by and between the City of Riverside and Gunter in substantially the same form as attached hereto in Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

**FURTHER THAT** the project is subject to the requirements of Section 292.675 RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. Such training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation; and

**FURTHER THAT** the Mayor, City Administrator, City Attorney, and Finance Director are hereby authorized to execute all documents and agreements necessary or incidental to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside Missouri the 7th day of February 2023.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk

**EXHIBIT "A"**

**Horizons and 41st Intersection Improvements Project Manual**

**PROJECT MANUAL**

**HORIZONS AND 41ST INTERSECTION**  
**IMPROVEMENTS**

**PROJECT NO: 620-228**

**The City of Riverside, Missouri**

**December 22, 2022**

# **TABLE OF CONTENTS**

## **DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS**

<i>ADVERTISEMENT FOR BIDS</i>
<i>INFORMATION FOR BIDDERS</i>
<i>BID FOR UNIT PRICE CONTRACT</i>
<i>BID FORM</i>
<i>BID BOND</i>
<i>EXPERIENCE QUESTIONNAIRE</i>
<i>AFFIDAVIT for WORK AUTHORIZATION</i>

## **AGREEMENT**

EXHIBIT A	PERFORMANCE BOND
EXHIBIT B	PAYMENT BOND
EXHIBIT C	STATE PREVAILING WAGE RATES (MISSOURI)
EXHIBIT D	TIME FOR COMPLETION
EXHIBIT E	SCOPE OF WORK
EXHIBIT F	TECHNICAL SPECIFICATIONS
EXHIBIT G	NOTICE TO PROCEED
EXHIBIT H	EXAMPLE - APPLICATION FOR PAYMENT FORM
EXHIBIT I	EXAMPLE - CHANGE ORDER FORM
EXHIBIT J	CERTIFICATE OF SUBSTANTIAL COMPLETION
EXHIBIT K	AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
EXHIBIT L	ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION
EXHIBIT M	CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
EXHIBIT N	SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
EXHIBIT O	ENGINEER/CONSULT. CERT. for Acceptance & Final Payment

## **DIVISION 1 – SPECIFICATIONS**

### **PROJECT SPECIAL PROVISIONS**

<u>Section</u>	<u>Description</u>
1	GENERAL REQUIREMENTS
2	SAWING
3	CLEARING AND GRUBBING
4	DEMOLITION AND REMOVAL
5	UNCLASSIFIED EXCAVATION
6	COMPACTION OF EARTHWORK
7	PORTLAND CEMENT CONCRETE BASE

8	SIDEWALK RAMPS & DETECTABLE WARNING SURFACES
9	TRAFFIC SIGNAL INSTALLATION (HORIZONS PKWY AND NW 41st St)
10	STREET LIGHTING RELOCATIONS
11	PERMANENT SIGNING INSTALLATION
12	REMOVING EXISTING SIGNS
13	TEMPORARY TRAFFIC CONTROL
14	LANDSCAPING
15	SODDING
16	LAWN SPRINKLER SYSTEM (MODIFICATION OF EXISTING SYSTEMS)
17	REMOVE, STOCKPILE, AND REINSTALL MONUMENT SIGN
18	CONTRACTOR CONSTRUCTION STAKING

**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**CITY OF RIVERSIDE, MISSOURI  
ADVERTISEMENT FOR BIDS**

Separate sealed bids for the **HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (620-228)** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on Thursday, January 26, 2023**, and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may be obtained at the office of Drexel Technologies, Inc. Planroom, located at 10840 W. 86th Street, Lenexa, KS. 66214, (913) 371-4430. Such documents will be at the contractor's expense. Such fee shall be non-refundable. Contract documents can also be viewed or downloaded at (<https://planroom.drexeltech.com>). The Information for bidders and advertisement can be viewed on the City of Riverside's website [https://www.riversidemo.gov/business/bids\\_\\_rfps.php](https://www.riversidemo.gov/business/bids__rfps.php).

The City reserves the right to waive any informality or to reject any or all bids.

Dated: December 22, 2022

**CITY OF RIVERSIDE, MISSOURI**  
**INFORMATION FOR BIDDERS**

The City of Riverside, Missouri (the “City”) invites sealed bids on the forms contained in the Bid Package and Contract Documents for the

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS**  
**(Project No. 620-228)**

**1. Receipt and Opening of Bids.** Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m.** on **January 26, 2023**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope “**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**” and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security.

**2. There will not be a Pre-Bid Meeting.**

**3. Rejection of all Bids.** If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City’s normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**4. Preparation and Submission of Bid.** Each bid must be submitted on the prescribed form(s) and accompanied by:

- (1) Qualifications of Bidder (Experience Questionnaire) with Certificate of Good Standing
- (2) Affidavit of Work Authorization with E-Verify attached (2 pages)
- (3) Bid Bond
- (4) Bid Form

All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall. A copy of the bidding documents may be obtained from Drexel Technologies, Inc. Planroom (<https://planroom.drexeltech.com>), located at 10840 W. 86th Street, Lenexa, KS. 66214, (913) 371-4430, upon payment of a non-refundable sum for each complete set. An additional charge may apply for mailing of bidding documents.



CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**5. Addenda and Interpretations.** No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed to:

**Design Engineer:** Olsson, James Gallagher; [jgallagher@olsson.com](mailto:jgallagher@olsson.com)

with a copy to:

**Resident Project Representative, City of Riverside:** Travis Hoover: [thoover@riversidemo.gov](mailto:thoover@riversidemo.gov)

and to be given consideration must be received by **5pm on January 19<sup>th</sup>, 2023.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be provided at the Drexel Technologies, Inc. Planroom (<https://planroom.drexeltech.com>), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this Section.**

**6. Substitute Material and Equipment.** The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

**7. Subcontracts.** As part of the experience questionnaire, the bidder shall submit to the City with the Bid a list of all proposed subcontractors to be used on the project. The list shall indicate those portions of the work each subcontractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

**8. Qualifications of Bidder (Experience Questionnaire).** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

**Authority to Do Business in Missouri.** Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

**Key Personnel.** Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

GC Project Manager  
On-Site Field Superintendent  
QC/QA Manager  
Safety Officer

For each of the Key Personnel, provide the following background information:

- Years of employment with current employer;
- Other projects this person will be involved with concurrently with the project;
- Provide professional registrations, education, certifications and credentials held by the person that are applicable to the Project.

**Quality Assurance/Quality Control Plan.** Provide a summary of Bidder's Quality Assurance/Quality Control Plan for this project

- Describe key issues that might affect the Project schedule and how Bidder proposes to address them
- Provide a statement regarding all work performed two (2) years immediately preceding the date of the Bid that contains either (a) any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed

**Statement of Assurances.** Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Statement of Bidder's bond history over the past seven (7) years including any incidences of failure to perform.

- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids

**9. Bid Security.** Each bid must be accompanied by a bid bond payable to the City for five percent (5%) of the total amount of the bid. A certified check made payable to "The Treasurer of the City of Riverside" may be used in lieu of a bid bond. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

As soon as the bid prices have been compared, the City will return the bonds of all except the three (3) lowest responsible bidders. The bid bond of the remaining bidders will be retained by the City until the earlier of (a) the 91<sup>st</sup> day after the bid opening, or (b) execution and delivery of the Agreement together with all bonds, evidence of insurance, work authorization affidavit and other documents required under the Agreement by the bidder to whom Notice of Award is given. The Bid Security shall be forfeited to the City if the bidder to whom an award is made fails to enter into the required contract or fails to deliver the required performance or payment bonds.

**10. Liquidated Damages for Failure to Enter into Agreement.** If the Bidder fails or refuses to execute the Agreement and deliver such additional documentation within ten (10) days of Notice of Award, any Bid Security shall immediately become due and payable and forfeited to the City as liquidated damages. Bidders agree that this is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to honor its bid and that the liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for the Bidder's refusal to honor its bid.

**11. Time of Completion and Liquidated Damages.** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project by 06/30/2023. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the Agreement and Contract Documents. No time extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City. **Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.**

**12. Conditions of Work.** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**13. Laws and Regulations.** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**14. Method of Award - Lowest Responsible Bidder.** If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded to the "lowest responsible bidder". If such bid exceeds such amount, the City may reject all bids or may award the contract on such items as identified by and deemed in the best interest of the City, in its sole discretion, as produces a net amount which is within the available funds.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

The City reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional bids. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation, in the sole determination by the City, indicates to the City that the award will be in the best interests of the project.

**15. Obligation of Bidder.** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

**16. Federal Work Authorization Program Participation.** Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**17. Proof of Lawful Presence.** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

**18. Safety Standards and Accident Prevention.** With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.
- d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

**19. Prevailing Wage.** Wage rates for the project shall be not less than the prevailing wage rates for Platte County currently in effect as determined by the Division of Labor Standards of the State of Missouri, pursuant to RSMo 290.210 et seq. The Contractor will forfeit a penalty to the City of \$100 per day, or portion thereof, for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or any Subcontractor.

**20. Reserved.**

**21. American Products.** Pursuant to RSMo 34.353, any manufactured good or commodities used or supplied in the performance of the contract (or subcontract) shall be manufactured or produced in the United States, unless determined to be exempt as provided in state law.

**22. Transient Employers.** Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

**23. Current City Business License.** The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning construction.

**24. Sales Tax Exemption Certificate.** The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

**25. Non Discrimination and Equal Opportunity.** Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin. The City hereby notifies all bidders that socially and economically disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, age, ancestry or national origin in consideration for an award. The City of Riverside is an equal opportunity employer and encourages minority, women and disadvantaged contractors to submit bids.

**26. Security for Payment and Faithful Performance.** Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and **shall have a rating of at least "A-" from Best's** in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**27. Signing of Agreement.** When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

**BID FOR UNIT PRICE**

To: City of Riverside, Missouri  
Project: HORIZONS AND 41ST INTERSECTION IMPROVEMENTS  
Project No. 620-228  
Date 01/26/23

Proposal of Gunter Construction Company (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Kansas, a corporation/partnership/ or individual doing business as Gunter Construction Company.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the construction of the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project by 06/30/2023 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter that the project is not complete, as provided in the Contract Documents. Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.

**Bidder acknowledges receipt of the following addendum(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder agrees to perform all of the project work described in the scope of work, for the unit prices contained in the attached Bid for Unit Price attached hereto. The total bid amount is:

(\$ 489,989.80  
~~454,054.80~~ )  
CG 1/26/23

The unit prices attached shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article VII of the Agreement.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

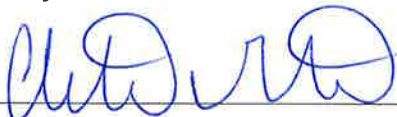
Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Agreement.

The bid security attached in the sum of 5% of Total Bid Dollars (\$ 5% of Total Bid ) is to become the property of the City in the event the Agreement and all Contract Documents, including the Performance and Payment Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

THE UNDERSIGNED BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY OF RIVERSIDE, MISSOURI BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Respectfully submitted:

(SEAL - if bid is by a corporation)

By  \_\_\_\_\_  
Name: Christina Gunter  
Title: President  
Street: 520 Division Street  
City, State, Zip: Kansas City, KS 66103  
Phone: 913.362.7844



**BID FORM**  
**BID FOR UNIT PRICE CONTRACTS**  
**(Pricing)**

**CONTRACTOR:** Gunter Construction Company

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (620-228)**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	CLEARING AND GRUBBING	LS	1	\$ 14,510.00	\$ 14,510.00
2	DEMOLITION AND REMOVAL	LS	1	\$ 28,000.00	\$ 28,000.00
3	UNCLASSIFIED EXCAVATION	CY	142	\$ 60.00	\$ 8,520.00
4	COMPACTION OF EARTHWORK	CY	15	\$ 100.00	\$ 1,500.00
5	SILT FENCE	LF	732	\$ 1.00	\$ 732.00
6	BIODEGRADABLE LOGS	LF	161	\$ 4.00	\$ 644.00
7	INLET PROTECTION	EACH	2	\$ 75.00	\$ 150.00
8	ASPHALTIC CONCRETE SURFACE COURSE (TYPE 5-01)	TONS	40.5	\$ 260.00	\$ 10,530.00
9	ASPHALTIC CONCRETE BASE COURSE (TYPE 5-01)	TONS	183.5	\$ 142.00	\$ 26,057.00
10	TACK COAT	GAL	37.0	\$ 24.00	\$ 888.00
11	PORTLAND CEMENT CONCRETE BASE (9")	SY	5.1	\$ 158.00	\$ 805.80
12	TYPE C-1 CURB (KCMMB4K)	LF	242	\$ 90.00	\$ 21,780.00
13	TYPE CG-1 CURB & GUTTER (KCMMB4K)	LF	44	\$ 90.00	\$ 3,960.00
14	SIDEWALK (4") (KCMMB4K)	SF	117	\$ 25.00	\$ 2,925.00
15	SIDEWALK (6") (KCMMB4K)	SF	935	\$ 20.00	\$ 18,700.00
16	SIDEWALK RAMPS (6") (KCMMB4K)	SF	204	\$ 28.00	\$ 5,712.00

17	DETECTABLE WARNING SURFACE	SF	40	\$ 16.00	\$ 640.00
18	TRAFFIC SIGNAL INSTALLATION (HORIZONS PKW	LS	1	<del>\$ 250,000.00</del> CG 1/26/23 \$ 285,935.00	<del>\$ 250,000.00</del> CG 1/26/23 \$ 285,935.00
19	24" SOLID WHITE (PREF. THERMO.)	LF	188	\$ 20.00	\$ 3,760.00
20	24" SOLID YELLOW CROSSHATCH (PREF. THERM	LF	69	\$ 20.00	\$ 1,380.00
21	6" SOLID WHITE CROSSWALK LINE (PREF. THERM	LF	829	\$ 6.00	\$ 4,974.00
22	4" SOLID WHITE (HIGH BUILD WATERBORNE PA	LF	611	\$ 1.00	\$ 611.00
23	4" SOLID YELLOW (HIGH BUILD WATERBORNE P	LF	1053	\$ 1.00	\$ 1,053.00
24	SOLID WHITE LEFT/RIGHT/THROUGH ARROW (P	EACH	12	\$ 300.00	\$ 3,600.00
25	PAVEMENT MARKING REMOVAL	LF	2341	\$ 1.00	\$ 2,341.00
26	PAVEMENT MARKING REMOVAL (SYMBOLS)	EACH	8	\$ 200.00	\$ 1,600.00
27	PERMANENT SIGNING INSTALLATION	LS	1	\$ 1,400.00	\$ 1,400.00
28	REMOVING EXISTING SIGNS	EACH	6	\$ 125.00	\$ 750.00
29	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00
30	LANDSCAPING	LS	1	\$ 2,300.00	\$ 2,300.00
31	SODDING (TURF TYPE FESCUE GRASS)	SY	413	\$ 14.00	\$ 5,782.00
32	LAWN SPRINKLER SYSTEM (MODIFICATION OF E	LS	1	\$ 2,200.00	\$ 2,200.00
33	REMOVE, STOCKPILE, AND REINSTALL MONUME	LS	1	\$ 15,000.00	\$ 15,000.00
34	CONTRACTOR CONSTRUCTION STAKING	LS	1	\$ 4,750.00	\$ 4,750.00
<b>TOTAL</b>					\$ <del>454,054.80</del> \$ 489,989.80 CG 1/26/23

**BID BOND**  
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, **Gunter Construction Company**, 520 Division Street, Kansas City, KS 66103 as PRINCIPAL and **Amerisure Mutual Insurance Company** P.O. Box 9098,  
Farmington Hills, MI as SURETY, are held and firmly bound unto the City of Riverside, Missouri, ("City") in the sum of Five Percent of Amount Bid \_\_\_\_\_ Dollars (\$ 5% \_\_\_\_\_) ("Bid Security"), for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a bid dated January 26, 2023, to enter into a contract in writing for the HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228);

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

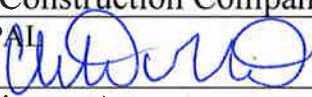
IF Principal shall not withdraw the bid within the period specified therein after the opening of bids, or, if no period be specified, within ninety (90) days after the bid opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed with all attachments and requirements pertaining thereto, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, shall in all other respects perform the agreement created by the acceptance of said Bid within ten (10) days after such Contract Documents are presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure to enter into such contract within the time specified, then the Bid Security shall immediately become due and payable and forfeited to the City as liquidated damages. Principal and Surety agree that this is a fair and reasonable approximation of the actual damages incurred by the City for the Principal's failure to honor its bid and that the liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for the Principal's refusal to honor its bid.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

Gunter Construction Company  
PRINCIPAL  
By:   
(Signature)

Printed Name: Christina Gunter  
Title: President  
Date: 01.26.2023

I hereby certify that surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

Amerisure Mutual Insurance Company  
SURETY  
By:   
(Signature)

Printed Name: C. LaVonne Engeman  
Title: Attorney-in-Fact  
Date: January 26, 2023

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **C. LaVonne Engeman**

Bond No.: Bid Bond

Principal Name: Gunter Construction Company

Obligee Name: City of Riverside Missouri

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: Michael A. Ito, Senior Vice President

By: Aaron Green, Vice President



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of March, 2022.

Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company

State of Illinois  
County of Kane

On this 25th day of March, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny  
M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of January, 2023.

Shannon K. Anderson  
Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary

**EXPERIENCE QUESTIONNAIRE**

**(To be completed by each Bidder and submitted with Bid)**

FAILURE TO COMPLETE THIS FORM WILL RESULT IN THE REJECTION OF THE BID.

Gunter Construction Company Christina Gunter  
(Company Name) (Primary Contact Name)

520 Division Street Kansas City, KS 66103  
(Address) (City, State, Zip Code)

913.362.7844 913.362.7845 Christina@gunterkc.com  
(Phone Number) (Fax Number) (E-mail)

Federal ID Number: 43-1596391 or SSN: \_\_\_\_\_

(Check all that apply)

- |   |  |                                       |
|---|--|---------------------------------------|
| <input checked="" type="checkbox"/> General Contracting | <input type="checkbox"/> Pavement Marking      | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Paving              | <input checked="" type="checkbox"/> Demolition | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Earthwork           | <input type="checkbox"/> Electrical            | <input type="checkbox"/> Other: _____ |

Name of State(s) in which incorporated: Kansas

Date(s) of incorporation: 1991

**Attach Certificate of Good Standing** for State in which incorporated.

If not incorporated in Missouri, also **attach Certificate of Authority to do Business in Missouri.**

Certificate Number: 07062022-0024 Date: 7/6/2022

Name of the following officers:

Christina Gunter Stephanie Gunter  
(President's Name) (Vice-President's Name)

Stephanie Gunter Stephanie Gunter  
(Secretary's Name) (Treasurer's Name)

Date of Organization: 11/19/91

Type of Partnership:    General    Limited    Association

  x   Corporation

Names and addresses of all partners (use additional sheet if necessary):

\_\_\_\_\_  
(Name) (Address) (City, State, Zip)

\_\_\_\_\_  
(Name) (Address) (City, State, Zip)

1. How many years has your Company been in business as a contractor under your present business name? 13

2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

Architectural Restoration - North Kansas City

Tiffany Construction Inc. - North Kansas City

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor 31; (b) as a subcontractor 13 ?

4. List the three most recent projects your Company has completed similar in scope to the proposed work:

**Project Name or City** Please see attached.

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project Name or City** \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. What other important projects has your Company completed?

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. List at least two engineering firms with whom you have worked, and the name of the individual who was your primary point of contact: \_\_\_\_\_

Renaissance Infrastructure Consulting, Vince Zink, P.E.

WSP, Inc. - Jay Thomas Aber, P.E.



7. Have you ever failed to complete any work on a project or defaulted on a contract? If so, where and why? (attach additional pages if necessary)

No.

8. Name of your Surety Company, and the name and address of your agent you expect to use in the event this contract is awarded to you:

Amerisure Mutual Insurance Company

Eric VanBuskirk, 160 Federal St. Fl 4, Boston Massachusetts 02110

9. What is your present bonding capacity?

25+ Million

10. List each and every incidence of failure to perform that resulted in a claim under a Performance or Payment Bond:

N/A

11. The construction experience of the Key Personnel in your Company is required. At a minimum, information regarding experience and qualifications of the following positions must be provided: GC Project Manager, On-Site Field Superintendent, QC/QA Manager, Safety Officer.

NAME Please see attached. Position \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

**NAME** \_\_\_\_\_ **Position** \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:  
\_\_\_\_\_  
\_\_\_\_\_

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

\_\_\_\_\_  
\_\_\_\_\_

**NAME** \_\_\_\_\_ **Position** \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. List the major items of equipment which you own or which will be used on the project:

<u>Quantity, Description, &amp; Capacity</u>	<u>Age in Years</u>	<u>Condition</u>
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Please see attached.

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13. List below the contracts to which your company, any principal in your company, or any prior companies owned by a principal in your company were a party during the previous seven (7) years that involved litigation of any type, arbitration, mechanics lien claim or other claim in an amount over \$10,000 (include pending cases with a notation that the matter is still unresolved):

Pending litigation - City of Lenexa

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14. On a typical project, what percent of the work is completed by your own forces? 75 % What percent by subcontract? 25 %. List subcontractors you propose to use on this project and their responsibility in this contract.

<u>Subcontractor Name</u>	<u>Contract Responsibility</u>	<u>% of Contract</u>
(1) <u>Heartland Traffic</u> <u>626 N. 47th Street, Kansas City, KS 66102</u> <small>Address State Zip</small>	<u>Traffic Control and Marking</u> <u>913.425.2575</u> <small>Phone Number</small>	<u>6%</u>
(2) <u>Erosion Specialists</u> <u>P.O. Box 681559, Riverside, MO 64168</u> <small>Address State Zip</small>	<u>Erosion Control and Sod</u> <u>816.321.1847</u> <small>Phone Number</small>	<u>1.4%</u>
(3) <u>Metro Asphalt</u> <u>3811 N. Cobbler, Independence, MO 64058</u> <small>Address State Zip</small>	<u>Asphalt</u> <u>816.836.7400</u> <small>Phone Number</small>	<u>7%</u>
(4) <u>Sosaya &amp; Sons Construction</u> <u>9560 Lexington, De Soto, KS 66018</u> <small>Address State Zip</small>	<u>Traffic Signal</u> <u>913.745.8801</u> <small>Phone Number</small>	<u>51%</u>
(5) _____ <small>Address State Zip</small>	_____	_____
_____	_____	_____
_____	_____	_____

15. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? Yes.

If the answer is no, please provide detail: N/A

16. Has your Company, or any principal in your company, been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities? No


If the answer is yes, please provide detail: N/A

17. Has your Company received any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against your Company or paid by your Company during the last two (2) years? No

If the answer is yes, please provide the detail of each and every such notice: N/A

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Experience Questionnaire and agrees to hold any such person, firm or corporation harmless for providing any such information to the City of Riverside. The undersigned agrees that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids.

Dated on behalf of said Company this 26th day of January 20 23.

By: 

Name: Christina Gunter

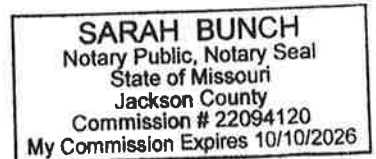
Title President

State of Missouri )  
 ) ss  
County of Jackson )

BEFORE ME, the undersigned notary, personally appeared Christina Gunter who being duly sworn, deposes and says that he or she is the President of Gunter Construction Company, that he/she has been authorized by such company to complete the foregoing statement, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 26th day of January, 20 23.

My commission expires: 10/10/2026  Notary Public



**BID FORM**  
**BID FOR UNIT PRICE CONTRACTS**  
**(Pricing)**

**CONTRACTOR:** Gunter Construction Company

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (620-228)**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST \$	COST \$
1	CLEARING AND GRUBBING	LS	1	\$ 14,510.00	\$ 14,510.00
2	DEMOLITION AND REMOVAL	LS	1	\$ 28,000.00	\$ 28,000.00
3	UNCLASSIFIED EXCAVATION	CY	142	\$ 60.00	\$ 8,520.00
4	COMPACTION OF EARTHWORK	CY	15	\$ 100.00	\$ 1,500.00
5	SILT FENCE	LF	732	\$ 1.00	\$ 732.00
6	BIODEGRADABLE LOGS	LF	161	\$ 4.00	\$ 644.00
7	INLET PROTECTION	EACH	2	\$ 75.00	\$ 150.00
8	ASPHALTIC CONCRETE SURFACE COURSE (TYPE 5-01)	TONS	40.5	\$ 260.00	\$ 10,530.00
9	ASPHALTIC CONCRETE BASE COURSE (TYPE 5-01)	TONS	183.5	\$ 142.00	\$ 26,057.00
10	TACK COAT	GAL	37.0	\$ 24.00	\$ 888.00
11	PORTLAND CEMENT CONCRETE BASE (9")	SY	5.1	\$ 158.00	\$ 805.80
12	TYPE C-1 CURB (KCMMB4K)	LF	242	\$ 90.00	\$ 21,780.00
13	TYPE CG-1 CURB & GUTTER (KCMMB4K)	LF	44	\$ 90.00	\$ 3,960.00
14	SIDEWALK (4") (KCMMB4K)	SF	117	\$ 25.00	\$ 2,925.00
15	SIDEWALK (6") (KCMMB4K)	SF	935	\$ 20.00	\$ 18,700.00
16	SIDEWALK RAMPS (6") (KCMMB4K)	SF	204	\$ 28.00	\$ 5,712.00

17	DETECTABLE WARNING SURFACE	SF	40	\$ 16.00	\$ 640.00
18	TRAFFIC SIGNAL INSTALLATION (HORIZONS PKW	LS	1	<del>\$ 250,000.00</del> CG 1/26/23 \$ 285,935.00	<del>\$ 250,000.00</del> CG 1/26/23 \$ 285,935.00
19	24" SOLID WHITE (PREF. THERMO.)	LF	188	\$ 20.00	\$ 3,760.00
20	24" SOLID YELLOW CROSSHATCH (PREF. THERM	LF	69	\$ 20.00	\$ 1,380.00
21	6" SOLID WHITE CROSSWALK LINE (PREF. THERM	LF	829	\$ 6.00	\$ 4,974.00
22	4" SOLID WHITE (HIGH BUILD WATERBORNE PA	LF	611	\$ 1.00	\$ 611.00
23	4" SOLID YELLOW (HIGH BUILD WATERBORNE P	LF	1053	\$ 1.00	\$ 1,053.00
24	SOLID WHITE LEFT/RIGHT/THROUGH ARROW (P	EACH	12	\$ 300.00	\$ 3,600.00
25	PAVEMENT MARKING REMOVAL	LF	2341	\$ 1.00	\$ 2,341.00
26	PAVEMENT MARKING REMOVAL (SYMBOLS)	EACH	8	\$ 200.00	\$ 1,600.00
27	PERMANENT SIGNING INSTALLATION	LS	1	\$ 1,400.00	\$ 1,400.00
28	REMOVING EXISTING SIGNS	EACH	6	\$ 125.00	\$ 750.00
29	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00
30	LANDSCAPING	LS	1	\$ 2,300.00	\$ 2,300.00
31	SODDING (TURF TYPE FESCUE GRASS)	SY	413	\$ 14.00	\$ 5,782.00
32	LAWN SPRINKLER SYSTEM (MODIFICATION OF E	LS	1	\$ 2,200.00	\$ 2,200.00
33	REMOVE, STOCKPILE, AND REINSTALL MONUME	LS	1	\$ 15,000.00	\$ 15,000.00
34	CONTRACTOR CONSTRUCTION STAKING	LS	1	\$ 4,750.00	\$ 4,750.00
<b>TOTAL</b>					\$ <del>454,054.80</del> \$ 489,989.80 CG 1/26/23



WBE KCMO, Kansas, Missouri  
DBE INDOT, KDOT, MODOT, ODOT, TXDOT  
SBE, SDB, WOSB

January 26, 2023

City of Riverside, MO  
2590 NW Vivion Road  
Riverside, MO 64150

**RE: Horizon Parkway and 41<sup>st</sup> Street Intersection Improvements  
Evidence of Competency to Perform**

A. Please see attached Authority to Do Business in Missouri

- | <u>Position</u>       | <u>Employee Name</u> | <u>Years of Employment</u> | <u>Credentials</u>  |
|-----------------------|----------------------|----------------------------|---------------------|
| GC Project Manager    | George Gunter        | 10 Years                   | See Attached Resume |
| Onsite Superintendent | Matt Shea            | 8 Years                    | See Attached Resume |
| QC/QA Manager         | Matt Shea            | 8 Years                    | See Attached Resume |
| Safety Officer        | Matt Shea            | 8 Years                    | See Attached Resume |
- George Gunter will be involved in this project 80% of the time and Matt Shea will be involved in this project 100% of the time.
  - Please see attached resumes.
- C. Quality Assurance will be through the inspection process provided by the City of Riverside and our Superintendent. Quality Control will be provided through the various material suppliers.
- D. Key issues that may affect the schedule would be long lead items, approval of submittals and weather. We will keep in close contact with the City Project Manager to keep them informed of long lead items, and get submittals sent in a timely manner.
- E. There have been no written notices of violations, or such penalties assessed with Gunter Construction Company.
- F. Gunter Construction is current on Federal and State income tax withholdings and unemployment insurance payments.
- G. Gunter Construction has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state, or local entities.
- H. Litigation – City of Lenexa
- I. Gunter Construction has excellent bond history; we have never failed to perform.
- J. See attached Gunter Construction’s affidavit for federal work authorization program.
- K. Gunter Construction has had no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling, or strawbids.

Sincerely,

Christina Gunter, President

## Matt Shea

### PROFESSIONAL EXPERIENCE

#### GUNTER CONSTRUCTION COMPANY

Field Superintendent

2014-Current

- Responsible for overseeing road construction projects, and interior projects; managing Sub-Contractors and Employees; keeping employee's time and job records; maintaining maintenance records on heavy equipment; managing daily, weekly and monthly logs; working closely with Inspectors on each jobsite to keep the work per code; managing expenses for each job and staying in budget; managing the scheduling on the job to make sure the jobs are completed on time.

#### BEARCLAW CONSTRUCTION MANAGEMENT

Field Superintendent

2012-2013

- Projects:
  - Tide Dry Cleaners \$1 million
  - White Cloud, Community Center \$1.2 million

#### VANUM CONSTRUCTION COMPANY, INC

Field Superintendent

1999-2011

- New Commercial Construction ranging from Aquatic Parks to Park & Recreation Park to Existing Building Renovation.
- Projects:
  - Blaisdale Pool Topeka Park and Rec \$2.7 million
  - Lawrence Free State High School Indoor Pools \$2 million
  - Ilus W Davis Park KCMO Park and Rec \$6.6 million
  - St Andrew Christian Church \$3 million
  - Lionsgate Office Center \$2.1 million
  - Liberty School Addition and Renovation \$2.2 million
  - Cass Midway School Additions and Renovation \$2.6 million
  - Shoal Creek Neighborhood Aquatic Center \$3.1 million
  - Zona Rosa Parking Garage \$3.2 million
  - Fountain Restoration KCMO Park and Rec \$2.5 million
  - Avant Ministries \$2 million

#### MERIT CONSTRUCTION COMPANY, INC.

Field Superintendent

1993-1999

- New Commercial Construction ranging from Retail Buildings, Fuel Services, Restaurants, to Park and Recreation Nature Center
- Projects:
  - Best Buy
  - 2 Valvoline Instant Oil Changes
  - Checkers Drive Thru Restaurant
  - 3-25,000 sq ft Retail Buildings
  - Lakeside Nature Center KCMO Park and Rec
  - Flying J Travel Plaza

#### COMMERCIAL & RESIDENTIAL CONCRETE CONSTRUCTION

Field Foreman

1978-1993



## **EDUCATION & SKILLS BACKGROUND**

- Saint Joseph High School-Shawnee, KS
- Scheduling on a daily basis to ensure the days and weeks ahead are well planned to allow a smooth and efficiently run project. Anticipate manpower and material needs. Meeting with contractors prior to the beginning of their activities - reducing conflict, improving production, and preventing delays.
- Problem Solving to research and understand a problem in its entirety before contacting the designer or supplier in order to find faster resolutions, or make suggestions on the best way to resolve the problem without delays or added costs.

# George Gunter III

## QUALIFICATIONS

Extensive experience in heavy construction projects, water treatment plants, pump stations, project management, estimating, and contract negotiations.

## PROFESSIONAL EXPERIENCE

### GUNTER CONSTRUCTION COMPANY

Project Manager/Estimator

2010-Current

- Responsible for procuring, negotiating and managing construction projects and construction management work. Including Structural Concrete, Flatwork, Building Shells, Pump Stations, Trail Projects, Excavation, Street Projects, and Design Build Projects, Heavy roadway, Site, and Redevelopment projects. Responsible for quantity take-offs and bid pricing for these projects. Developing and maintaining project schedules; Coordinating submittals, change orders, schedules, and manpower; track and manage construction progress, scope, billings, invoices, job cost/budgeting and correspondence between Owners, Subcontractors, and Superintendents.

### MEGA INDUSTRIES CORPORATION

President/CEO

2006-2010

- Responsible for overseeing the management and profitability of the company's overall operation.
- Responsible for overseeing quality control; compliance in all areas of the Construction Operation; safety; EEO and Affirmative Action.
- Responsible for handling banking and bonding relationships.

### MEGA INDUSTRIES CORPORATION

President/Owner

1992-2006

- Responsible for overseeing the management and profitability of all construction contracts.
- Responsible for overseeing the management and quality control of compliance in all areas of the Construction Operation, and EEO and Affirmative Action.
- Responsible for finding and negotiating Construction Management and General Contracting Projects; including Structural Concrete, Building Shells, Pump Stations, Treatment Plants, Excavation, Street Projects, Bridge Projects, Design Build Projects.

### GARNEY COMPANIES, INC.

Vice-President

1971-1992

- Responsible for profitability of General Contracting Division with \$8-\$12 million in sales; supervising office personnel, field superintendents, and contract administrators. Estimated projects up to \$20 million; managed projects to \$13 million.
- Extensive experience in Contract Negotiation as General Contractor and Subcontractor, pricing and negotiation of Change Orders; Estimating, Bidding and Managing Projects in numerous States and the Bahamas.

Manager General Contracting and Concrete Division

- Responsible for profitability of General Contracting Division with \$2.5-\$5 million sales. Estimator/Project Manager for general construction projects. Project Manager for \$2.7 million recreation area project at Truman Dam, \$3.2 million job at Milford Fish Hatchery, \$2.5 million pump station for City of Fayetteville, \$1.2 million job for United Pacific Bond Company (completed project on which another contractor defaulted). Responsible for office personnel and field superintendents.

## EDUCATION BACKGROUND

- B.S Degree in Business Administration - Missouri Western State College, St. Joseph, Missouri

## CIVIC INTERESTS AND AFFILIATIONS

- KCMO Impact Fee Committee A, Appointed by Mayor - 2010
- KCMO Impact Fee Committee E, Appointed by Mayor - 2010
- Platte County Economic Development Committee, Member Northland Chamber of Commerce, Member
- Previous Park Hill School District Board Member

Additional information on specific projects I bid and managed as Owner of Mega Industries Corporation:

Job Description	Owner	Contract Amount
Argentine Pump Station	City of KCKS	\$565,000
Southwest Blvd Pump Station	City of KCMO	\$1,787,000
25 <sup>th</sup> Street Pump Station	City of KCMO	\$560,000
Todd Creek WWTP	City of KCMO	\$2,100,000
Restroom Facility Overland Park KS	Parks and Rec.	\$182,900
Mildale Barn Johnson County	Parks and Rec.	\$400,158
Haagen Dazs interior finish	SIS Partners	\$426,857
Johnson County Wastewater Building	Water Dist#1	\$113,326
Courtney Bend Drive Replacement	City of Independence	\$342,000
Rocky Mountain interior finish	SIS Partners	\$318,411
Gold Canyon Water Plant Design/Build	OEI Facility Group. Gold Canyon AZ	\$1,100,000
Gold Canyon Water Plant Design/Build	OEI Facility Group. Gold Canyon AZ	\$950,000

Additional projects as President CEO of Mega Industries Corp. either bid and/or managed in the last several years:

Phase 3 lift station imp	City of Blue Springs	\$4,081,291
Searcy Creek Parkway	KCMO	\$8,600,000
KCI Area TIF Road Improvements	KCI TIF	\$4,800,000
2nd Street Streetscape	KCMO	\$2,900,000
Missouri Riverfront Trail-Phase 1A-1B	Platte County	\$900,000
Amity Woods Nature Park Trail-PH 1	KCMO	\$300,000
Eastbrooke Bicycle & Pedestrian Trail	KCMO	\$1,100,000
Santa Fe Trail	Olathe, KS	\$180,000
119th St & Mission Road Trail	Leawood KS	\$270,000
Pioneer Crossing	Shawnee KS	\$580,000
Apex Plaza Site work	Parkville, MO	\$850,000
Black Hoof Park	Lenexa, KS	\$3,200,000
Gregory O Grounds Trail & Park	Blue Springs	\$1,300,000
Three Mile Creek Trail	Leavenworth, KS	\$2,200,000
Jerry Smith Park Trail	KCMO	\$200,000



WBE KCMO, Kansas, Missouri  
 DBE INDOT, KDOT, MODOT, ODOT, TXDOT  
 SBE, SDB, WOSB

January 26, 2023

General Services Department  
 Kansas City, MO  
 414 E. 12<sup>th</sup> Street, Room 102W  
 Kansas City, Mo 64106

RE: Equipment Available for **Gunter Construction Company**

To Whom It May Concern,

2005 Hyundai Excavator Trackhoe	CB34B Utility Compactor 4 ton 51"	Excellent Condition
John Deere 50G (Mini hoe)	Doosan Air Compressor with jackhammers	Excellent Condition
305E2CR Mini	Komatsu D51 Dozer (WITH GPS)	Excellent Condition
Cat 305.5E2CR Mini	Wacker 1-Ton Smooth Roller	Excellent Condition
325 Cat Excavator	DynaPac Padfoot Compactor	Excellent Condition
308-07 Cat Excavator	Wacker Smooth Roller RD-12-90A 1 ton	Excellent Condition
JD 319DT Trk Skid Loader	Wacker Trench roller	Excellent Condition
Cat 289D Skid Lease #12823	50" CP34 padfoot compactor	Excellent Condition
Cat 299D Skid Lease #205238	CB34B Utility Compactor 4 ton 51"	Excellent Condition
Cat 289D Skid Lease #13334	Doosan Air Compressor with jackhammers	Excellent Condition
JD 331G Skid 2019	Cat Landscape Rake	Excellent Condition
JD 325G Skid 2019	72" SB Hopper Broom	Excellent Condition
Cat 299D3 Skid #903759	Soff Cut Saw	Excellent Condition
299D3 Skid #903996	Cat B-6 Breaker	Excellent Condition
Cat 299D3 Skid #903759	Cat Broom	Excellent Condition
Cat 953c Loader	Cat B-6 Breaker	Excellent Condition
Komatsu D39 Dozer	Cat HHB-6 Breaker	Excellent Condition
Komatsu D51 Dozer (WITH GPS)	Kent FX55 Breaker (follows JD 50)	Excellent Condition
Wacker 1-Ton Smooth Roller	Gomaco Paver	Excellent Condition
DynaPac Padfoot Compactor	Total Station - R500 #1	Excellent Condition
Wacker Smooth Roller RD-12-90A 1 ton	Total Station - R500 #2	Excellent Condition
Wacker Trench roller	GPS Base/Rover #2	Excellent Condition
50" CP34 padfoot compactor	Heat King Mobilite Heater	Excellent Condition
	GPS Base/Rover #1	Excellent Condition
	SC75 Track Buggy	Excellent Condition
	7' Scarifying attachment	Excellent Condition

Sincerely,

Christina Gunter, President

**AFFIDAVIT for WORK AUTHORIZATION**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

State of Missouri )

County of Jackson ) ss:

**BEFORE ME**, the undersigned notary, personally appeared Christina Gunter, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Christina Gunter and I am currently the President of Gunter Construction Company (hereinafter "Contractor"), whose business address is 520 Division Street, Kansas City, KS 66103, and I am authorized to make this Affidavit.

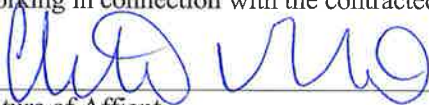
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: **HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

  
Signature of Affiant  
Printed Name: Christina Gunter

Subscribed and sworn to before me this 26th day of January, 2023.

  
Notary Public

**\*PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

**SARAH BUNCH**  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 22094120  
My Commission Expires 10/10/2026

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Gunter Construction Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 361543

**Approved by:**

<b>Employer</b> Gunter Construction Company	
Name (Please Type or Print) Christina Gunter	Title President
Signature Electronically Signed	Date 10/01/2010
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/01/2010

Company ID Number: 361543

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Gunter Construction Company
Company Facility Address	520 Division Kansas City, KS 66103
Company Alternate Address	
County or Parish	WYANDOTTE
Employer Identification Number	431596391
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



**STATE OF KANSAS  
OFFICE OF  
SECRETARY OF STATE  
SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 4554192

Entity Name: GUNTER CONSTRUCTION COMPANY

Entity Type: DOM: FOR PROFIT CORPORATION

State of Organization: KS

was filed in this office on October 17, 2011, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 03, 2022

A handwritten signature in cursive script that reads "Scott Schwab".

**SCOTT SCHWAB  
SECRETARY OF STATE**

Certificate ID: 1203086 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***GUNTER CONSTRUCTION COMPANY***

using in Missouri the name

***GUNTER CONSTRUCTION COMPANY***  
***F01294849***

a KANSAS entity was created under the laws of this State on the 14th day of February, 2013, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 6th day of July, 2022.

  
Secretary of State

Certification Number: CERT-07062022-0024



**AGREEMENT  
BETWEEN  
CITY OF RIVERSIDE, MISSOURI AND**

**Contractor: Gunter Construction Company**

**FOR  
COMPLETION OF**

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS**

**Project No. 620-228**

**RESOLUTION NO.: 2023-\_\_\_\_\_**

**CONTRACT PRICE: \$489,989.80**

**AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR**

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS**

**Project No: 620-228**

THIS AGREEMENT, made and entered into as of the \_\_\_ day of February, 2023, by and between the City of Riverside, Missouri (“City”), and Gunter Construction Company (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Resolution No. 2023-\_\_\_, duly approved on the 7<sup>th</sup> day of February, 2023 and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Administrator (“Administrator”) is authorized to perform Administrator’s functions set forth in this Agreement; and

WHEREAS, Administrator may designate one or more engineers, architects, or other persons to assist Administrator in performing Administrator’s functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.
- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.

D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.

F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.

G. “Contractor” has the meaning set forth in the preamble of this Agreement.

H. “Design Engineer” means the following Design Engineer to the City of Riverside, Missouri: Olsson, James Gallagher; [jgallagher@olsson.com](mailto:jgallagher@olsson.com).

I. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.

J. “Project” means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.

K. “Resident Project Representative” means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Travis Hoover - [thoover@riversidemo.gov](mailto:thoover@riversidemo.gov) 816-372-9004.

L. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.

M. “Substantial Completion” means the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

N. “Work” or “Work on the Project” means work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit E (Scope of Work) and Exhibit F (Technical Specifications) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

## **ARTICLE II THE PROJECT AND THE WORK**

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location,

condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

C. The Resident Project Representative shall act as the City's representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Resident Project Representative will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Resident Project Representative, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, and the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III CONTRACT AMOUNT**

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of four hundred eighty-nine thousand nine hundred eighty-nine dollars and eighty cents. (\$489,989.80). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or Work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete

the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

#### **ARTICLE IV PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, no later than 06/30/2023. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. LIQUIDATED DAMAGES. If Contractor fails to achieve Substantial Completion of all the Work as set forth in the Contract Documents, Contractor shall pay City \$500.00 per day, as liquidated damages and not as a penalty, for each calendar day after such date, until Substantial Completion of all the Work is achieved. Contractor agrees that the sum of \$500.00 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the

Project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to achieve Substantial Completion in accordance with this Agreement. Specifically, but without limitation, City may exercise any of its default or termination rights under this Agreement under all circumstances described herein, including but not limited to Contractor's failure to achieve Substantial Completion in accordance with Paragraph B above. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather provided that the Contractor has given written notice of such delay to the City within five (5) days of the event causing such delay.

D. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

E. CONSTRUCTION SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

F. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below:

1. Pre-Construction photos - minimum of 15 ground level digital shots
2. Construction photos of significant changes - minimum of 15 ground level digital shots
3. Post Construction photos - minimum of 15 ground level digital shots

G. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

H. SUSPENSION OF WORK. The City may suspend the Work or any portion thereof for a



period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

I. **DRAWINGS AND SPECIFICATIONS.** The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Resident Project Representative in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

J. **SHOP DRAWINGS.** Contractor shall submit to Resident Project Representative for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Resident Project Representative. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Resident Project Representative's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Resident Project Representative any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Resident Project Representative's review does not relieve Contractor from responsibility for defective Work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Resident Project Representative.

K. **MATERIALS, SERVICES AND FACILITIES.** It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by

the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Resident Project Representative. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

L. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Resident Project Representative timely notice of readiness. The Contractor will then furnish the Resident Project Representative the required certificates of inspection, testing approval. Inspections, tests or approvals by the Resident Project Representative or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative and the City's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered prior to inspection by the Resident Project Representative it must, if requested by the Resident Project Representative, be uncovered for the Resident Project Representative's observation and replaced at the Contractor's expense. If the Resident Project Representative considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Resident Project Representative's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Resident Project Representative may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment.

M. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the City may remove such Work and store the materials at the expense of the Contractor.

N. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that

specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

O. LANDS & RIGHT OF WAY. Prior to issuance of Notice to Proceed, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed by the Contractor and City, in writing. The City shall provide to Contractor information which delineates and describes the lands owned and right of way acquired. The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

P. SURVEYS, PERMITS AND REGULATIONS. The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the Work.

Q. SUBSURFACE CONDITIONS. The Contractor, before bidding the Project, has the responsibility to become familiar with the Project site and the conditions under which Work will have to be performed during the construction period. Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for,

performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment. Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures. No extra compensation will be paid for rock excavation or varying geologic features encountered on the Project, unless so shown as a bid item in the Bid Form for bid. If man-made hazards are encountered by the Contractor, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps that cannot be by-passed and requires additional Work consult the Resident Project Representative.

R. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

## **ARTICLE V CONTRACT DOCUMENTS**

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. BID BOND
5. EXPERIENCE QUESTIONNAIRE
6. AFFIDAVIT OF WORK AUTHORIZATION
7. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
8. PERFORMANCE BOND
9. PAYMENT BOND
10. PREVAILING WAGE RATES - STATE OF MISSOURI DIVISION OF LABOR STANDARDS
11. TIME FOR COMPLETION
12. SCOPE OF WORK
13. TECHNICAL SPECIFICATIONS
14. NOTICE TO PROCEED

15. APPLICATION FOR PAYMENT FORM
16. CHANGE ORDER FORM
17. CERTIFICATE FOR SUBSTANTIAL COMPLETION
18. AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
19. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION
20. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
21. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
22. ENGINEER/CONSULTANT CERTIFICATE for Acceptance & Final Payment

B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

## **ARTICLE VI PAYMENTS**

A. Prior to submitting its first application for payment in accordance with the terms hereof in substantially the form attached hereto as Exhibit H (an "Application for Payment"), Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each Application for Payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Payment to the Resident Project Representative. In addition to the amount of payment requested in the Application for Payment, each Application for Payment shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application for Payment shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application for Payment include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application for Payment, or return the Application for Payment to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days

of its receipt of payment from City, Contractor shall pay all Subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each Application for Payment and certify for payment such amounts as Resident Project Representative determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The City Treasurer, upon presentation of an Application for Payment, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. Neither Administrator or Resident Project Representative's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application for Payment, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The Subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for Work performed or materials supplied included on any previous Application for Payment to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits a final Application for Payment, all requirements of the Contract Documents are complied with, and Resident Project Representative issues his or her certificate to that effect. The Engineer's Certificate of Acceptance will be on the form attached hereto as Exhibit O. City, within thirty (30) days after the delivery of Engineer's Certificate of Acceptance, shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its final Application for Payment as claimed by Contractor. All claims not identified in the final Application for Payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to Subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or Subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay Subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay Subcontractors and suppliers directly. Any payments made to Subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or

2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.



## **ARTICLE VIII INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:
  - a. Each occurrence \$3,000,000.00
  - b. General aggregate \$3,000,000.00
  - c. Products/completed operations aggregate \$3,000,000.00
  - d. The following coverage shall be included:
    - Blanket contractual liability
    - Products/completed operations
    - Personal/advertising injury
    - Broad form property damage
    - Independent contractors
    - Explosion, Collapse, and Underground Damage
2. **OWNERS PROTECTIVE LIABILITY** – Contractor shall purchase, maintain and deliver to the City for operations of the Contractor of any Subcontractor in connection with execution of the agreement Owner’s Protective Liability insurance in the same minimum amounts as required for Commercial General Liability Insurance above.
3. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$3,000,000.00 for each accident.
4. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers’ compensation laws. Contractor also shall be protected through employer’s liability coverage against claims for injury, disease, or death of employees which, for any

reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- |    |                             |                            |
|----|-----------------------------|----------------------------|
| a. | Workers' Compensation       | Statutory                  |
| b. | Employer's Liability:       |                            |
|    | • Bodily injury by accident | \$1,000,000.00             |
|    | • Bodily injury by disease  | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "A-" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by Work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) year after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, Subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, Subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered

to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

## **ARTICLE IX INDEMNITY**

A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE X  
PATENT LIABILITY**

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees, damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

**ARTICLE XI  
COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**ARTICLE XII  
RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all Applications for Payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to Subcontractors and suppliers. For any Work,

including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

### **ARTICLE XIII NOTICES**

A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Applications for Payment:

If to the City:

Travis Hoover  
City of Riverside, MO  
2950 NW Vivion Rd.  
Riverside, MO 64150  
[thoover@riversidemo.gov](mailto:thoover@riversidemo.gov)

If to the Contractor:

Christina Gunter  
President  
520 Division Street  
Kansas City, KS 66103  
[Christina@gunterkc.com](mailto:Christina@gunterkc.com)

with a copy to:

Olsson  
James Gallagher  
5015 NW Canal Street, #100  
Riverside, MO 64150  
[jgallagher@olsson.com](mailto:jgallagher@olsson.com)

B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative.

C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

### **ARTICLE XIV DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or

supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act

on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Resident Project Representative and Administrator, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all Work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the Administrator may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective Work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of Work in violation of the terms of the Contract Documents.

## **ARTICLE XV TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop Work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed Work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

## **ARTICLE XVI COMPLIANCE WITH LAWS**

A. Contractor shall comply strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prevailing wage and prompt payment laws and all U.S. Army Corps of Engineers guidelines, rules, regulations, and criteria for Work within or adjacent to a flood control project area. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a

corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

## **ARTICLE XVII LABOR STANDARDS PROVISIONS**

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards, as set out in the wage order set forth in Exhibit C attached to and made a part of, shall be paid to all workers performing Work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit K shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor or by any Subcontractor.

B. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri labors (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

D. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the Work covered by this Agreement.



**ARTICLE XVIII  
EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**ARTICLE XIX  
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, Subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this Agreement shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

**ARTICLE XX  
SEPARATE CONTRACTS**

A. The City reserves the right enter into other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their

materials and the execution of their Work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the Project or the City may enter into other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

## **ARTICLE XXI ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

## **ARTICLE XXII COMPETENCE**

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

## **ARTICLE XXIII WARRANTY**

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of completion and acceptance of the Work. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the Work that the completed Work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all Work in this Agreement. Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any other damages that were caused by defects in the Work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the Work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. The Performance Bond shall remain in full force and effect through the warranty period. Neither final payment, Engineer's Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

#### **ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

#### **ARTICLE XXV TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the Project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

#### **ARTICLE XXVI SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss

to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date Work on the Project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a

change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

**ARTICLE XXVII  
AUTHORIZED EMPLOYEES**

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Work on the Project, and that its employees are lawfully eligible to work in the United States.

**ARTICLE XXVIII  
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIX  
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXX  
PERFORMANCE AND PAYMENT BONDS**

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond and Payment Bond in forms set forth in Exhibits A and B in an amount at least equal to one hundred percent (100%) of the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall payment be made to Contractor until the new surety or sureties shall have furnished an acceptable bond to the City.

**ARTICLE XXXI  
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES**

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI**  
**ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**APPROVED AS TO FORM:**

*ATTORNEY:*

By: \_\_\_\_\_

Attorney, \_\_\_\_\_

**COUNTERSIGNED BY:**

*CITY PURCHASING AGENT:*

By: \_\_\_\_\_

Brian E. Koral  
City Administrator

*CITY OF RIVERSIDE:*

By: \_\_\_\_\_

Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

*CONTRACTOR:*

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SECRETARY, \_\_\_\_\_

(Name Printed)



## EXHIBIT A

### PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF RIVERSIDE and CONTRACTOR, for construction of HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (620-228), dated February , 2023, designated Resolution No. 2023-\_\_\_\_, in every particular, Gunter Construction Company, as Principal, and \_\_\_\_\_, as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Riverside, Missouri, (“City”) in the total aggregate penal sum of four hundred eighty-nine thousand nine hundred eighty-nine dollars and eighty cents. (\$489,989.80) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term “Amendment”,

wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
CONTRACTOR AS PRINCIPAL

By: \_\_\_\_\_

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

## **EXHIBIT B**

### **PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that Gunter Construction Company a \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the CITY OF RIVERSIDE, MISSOURI (“City”), and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the Agreement and Contract Documents more fully described below and to their successors and assigns in the total aggregate penal sum of four hundred eighty-nine thousand nine hundred eighty-nine dollars and eighty cents. (\$489,989.80) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a certain Agreement with the City, dated the \_\_\_\_\_ day of February, 2023, for the construction of HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (620-228) approved by Ordinance / Resolution No. 2023-\_\_\_;

NOW, THEREFORE, in the event Principal shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work required by the Contract Documents described in the Agreement in the locality as determined by the Department of Labor and Industrial Relations of Missouri or by final judicial determination pursuant to the provisions of Sections 290.010 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the proper parties all amounts due for material, machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums, workers’ compensation, and all other kinds of insurance, on such Work, and for all labor performed in such Work whether by Principal, Subcontractor, or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and the same may be sued on at the instance of any Subcontractor, material supplier, laborer, mechanic, or other interested party, in the name of the City of Riverside, to the use of such parties, for any breach of the considerations hereof.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

The Payment Bond above is accepted by the City this \_\_\_\_\_ day of February, 2023.

\_\_\_\_\_  
CONTRACTOR AS PRINCIPAL  
By: \_\_\_\_\_  
(Signature)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

\_\_\_\_\_  
SURETY  
By: \_\_\_\_\_  
(Signature)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

- Note:**
- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT
  - If Contractor is a partnership, all partners must execute the Bond.

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

**EXHIBIT C**  
**PREVAILING WAGE RATES**

Special Wage Determination: Prevailing hourly rates of wages follow, as determined by the Division of Labor Standards, Jefferson City, Missouri.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 29

Section 083  
**PLATTE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.12
Boilermaker	\$32.16*
Bricklayer	\$59.27
Carpenter	\$60.12
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$32.16*
Plasterer	
Communications Technician	\$61.41
Electrician (Inside Wireman)	\$65.93
Electrician Outside Lineman	\$32.16*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.16*
Glazier	\$56.53
Ironworker	\$66.13
Laborer	\$47.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.08
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.03
Plumber	\$72.42
Pipe Fitter	
Roofer	\$56.95
Sheet Metal Worker	\$76.72
Sprinkler Fitter	\$32.16*
Truck Driver	\$49.75
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.24
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$32.16*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.23
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.99
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.73
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.



# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**EXHIBIT D**  
**Time for Completion**

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**

Time for Completion: 06/30/2023

**EXHIBIT E**  
**SCOPE OF WORK for**

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**

Contractor shall perform the following Work as more fully set forth in the Contract Documents:

All Work necessary to construct the HORIZONS AND 41ST INTERSECTION IMPROVEMENTS as shown on and in accordance with the Technical Specifications and/or Drawings referred to in Exhibit F to the Agreement.

Contractor to provide all equipment, labor, and material necessary to perform the Project construction and related work as shown in the Contract Documents. The Work includes, but is not limited to, the following:

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities prior to the work starting, including contacting underground locator services.
3. Include all temporary utility fees and permits.
4. Include 3<sup>rd</sup> party Special Inspections as required to demonstrate compliance with project specifications, including but not limited to compaction and proof rolls and material testing.
5. Include all surveying, layout and field engineering required for the performance of this work.
6. Provide digital photographs of the preconstruction, construction, and post construction site (see Article IV Progress of Work / Submittals (F) for specifics)
7. Provide all weather provisions to meet the schedule set forth in the contract documents.
8. Provide clean up associated with the contractors work. Site is to remain free of debris during the construction process.
9. Provide all traffic control as required throughout the construction process.

**EXHIBIT F  
TECHNICAL SPECIFICATIONS**

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**

The following Specifications govern Contractor’s performance of the Work:

***ENUMERATION OF SPECIFICATIONS AND ADDENDA:***

Following are the Specifications and Addenda governing the work, which form a part of this contract, as set forth the Contract Documents:

**DIVISION 1 – SPECIFICATIONS**

**PROJECT SPECIAL PROVISIONS**

<u>Section</u>	<u>Description</u>
1	GENERAL REQUIREMENTS
2	SAWING
3	CLEARING AND GRUBBING
4	DEMOLITION AND REMOVAL
5	UNCLASSIFIED EXCAVATION
6	COMPACTION OF EARTHWORK
7	PORTLAND CEMENT CONCRETE BASE
8	SIDEWALK RAMPS & DETECTABLE WARNING SURFACES
9	TRAFFIC SIGNAL INSTALLATION (HORIZONS PKWY AND NW 41st St)
10	STREET LIGHTING RELOCATIONS
11	PERMANENT SIGNING INSTALLATION
12	REMOVING EXISTING SIGNS
13	TEMPORARY TRAFFIC CONTROL
14	LANDSCAPING
15	SODDING
16	LAWN SPRINKLER SYSTEM (MODIFICATION OF EXISTING SYSTEMS)
17	REMOVE, STOCKPILE, AND REINSTALL MONUMENT SIGN
18	CONTRACTOR CONSTRUCTION STAKING

***ADDENDA:***

No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_  
 No. \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT G**



**NOTICE TO PROCEED**

DATE: \_\_\_\_\_  
PROJECT: HORIZONS AND 41ST INTERSECTION IMPROVEMENTS  
PROJECT NO.: 620-228  
RESO: 2023-\_\_ (approved February 7<sup>th</sup>, 2023)

TO: Contractor: Gunter Construction Company  
520 Division Street  
Kansas City, KS 66103

You are hereby notified to commence work on or after the \_\_ day of \_\_\_\_\_, 2023 in accordance with the Agreement dated February \_\_, 2023.

The date of substantial completion is 06/30/2023. The project shall be completed and ready for final payment by 07/12/2023.

**CITY OF RIVERSIDE**

BY: \_\_\_\_\_  
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
(Signature) (Printed)  
\_\_\_\_\_  
(Title) (Company)


this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

# EXHIBIT H

## APPLICATION FOR PAYMENT

### Continuation Sheet for Application for Payment

(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version [nbennion@riversidemo.gov](mailto:nbennion@riversidemo.gov) or by calling 816-372-9028)

		<b>PAY APPLICATION NO.</b>				Date Prepared: _____	
Project No. _____							
City of Riverside 2950 NW Vivion Road Riverside Missouri, 64150		Project Name _____				Page Number: <b>1 of</b> # of Pgs Attached: _____	
<b>A</b>	Original Contract Amount:	<b>F</b>	Value of Work to Date:	\$ -	<small>(from Schedule of Values; Total of Amt Completed to Date)</small>		
<b>B</b>	Net change by Change Orders:	<b>G</b>	Value of Completed to Date:	\$ -	<small>(=F + D)</small>		
<b>C</b>	Present Contract Amount (Line 1 +/- Line 2)			\$ -			
<b>D</b>	Value of Stored Materials to Date:	<b>H</b>	Net Amount :	\$ -	<small>(=G - E)</small>		
<b>E</b>	Percent Retainage:	<b>I</b>	Less Previous Payments:	\$ -	<small>(total of all previous pay apps / pymts)</small>		
		<b>J</b>	<b>Amount Due this Application:</b>	\$ -			
		<b>K</b>	Balance to Finish Project, Including Retainage	\$ -	<small>(=C - I - J)</small>		
						% Project Complete to Date: _____	#DIV/0!
<b>CONTRACTOR'S Certification for payment:</b> <small>The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER, on account of Work done under the Contract referred to above, have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by current and prior Applications for Payments; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents.</small>		<b>ENGINEER'S Certification for Payment:</b> <small>In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$</small>		<b>ON-SITE PROJECT Manager:</b> Construction Manager: _____ Name Printed: _____ Signed: _____ Date: _____			
<b>Contractor:</b> Name Printed: _____ Signed: _____ Date: _____ Phone No. _____ Address: _____		<b>Engineer:</b> Name Printed: _____ Signed: _____ Date: _____ Address: _____		<b>CITY OF RIVERSIDE, MO</b> <b>City Engineer:</b> Travis Hoover      Signed _____      Date _____ <b>City Administrator:</b> Brian Koral      Signed _____      Date _____			

# EXHIBIT I CHANGE ORDER

**(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version [nbennion@riversidemo.gov](mailto:nbennion@riversidemo.gov) or by calling 816-372-9028)**


		<b>CHANGE ORDER NO.</b> _____	Date Prepared: _____						
<b>Contractor Name:</b> _____									
<b>Project Name:</b> _____		Page Number: 1 of _____							
<b>Project Number:</b> _____		# of Pgs Attached: _____							
<b>Contract Date:</b> _____		The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.							
<b>Project Location:</b> Riverside, Missouri									
<b>REQUIRED CHANGES IN PRESENT CONTRACT</b>									
Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
Previous Total			\$0.00					Adjusted Total	\$0.00
								Net Change	\$0.00
<b>Statement of Contract</b>									
Original Contract Amount						\$0.00			
Net Amount of Previous Additions and Deductions						\$0.00			
Net Contract Amount Prior to This Request						\$0.00			
Amount of This Request						\$0.00			
New Contract Amount						\$0.00			
Percent Change in Contract Amount						#DIV/0!			
<b>DESIGN ENGINEER:</b>			<b>CITY OF RIVERSIDE, MISSOURI:</b>						
Company: _____			<b>City Engineer:</b>						
Name Printed: _____			Travis Hoover						
Signed: _____			Signed						
Date: _____			Date						
			<b>City Administrator:</b>						
			Brian Koral						
			Signed						
			Date						
<b>CONTRACTOR:</b>			<b>ON-SITE PROJECT MANAGER:</b>						
<b>CONTRACTOR'S Certification for Change Order:</b>			<b>ON-SITE PROJECT MANAGER Certification for Change Order:</b>						
The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.			In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.						
Company: _____			Company: _____						
Name Printed: _____			Name Printed: _____						
Signed: _____			Signed: _____						
Date: _____			Date: _____						



EXHIBIT J

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Table with 2 columns: Project Name and Project #. Row 1: Project Name: HORIZONS AND 41ST INTERSECTION IMPROVEMENTS, Project #: 620-228. Row 2: Requestor of Project: City of Riverside

This [tentative] [definite] Certificate of Substantial Completion applies to:

[ ] All Work under the Contract Documents: [ ] The following specified portions of the Work:

Four horizontal lines for specifying portions of work.

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor, and the Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

[ ] Amended Responsibilities [ ] Not Amended

The City's Amended Responsibilities:

Three horizontal lines for City's Amended Responsibilities.

Contractor's Amended Responsibilities:

Two horizontal lines for Contractor's Amended Responsibilities.



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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

Accepted by Contractor (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

Accepted by the City (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT K**  
**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**  
(to be completed at conclusion of project)

I, \_\_\_\_\_, upon being duly sworn upon my oath state that:

(1) I am the \_\_\_\_\_ of \_\_\_\_\_;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on **HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker;

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City of Riverside and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

**EXHIBIT L**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term “boycott”, please refer to RSMo. §34.600.3.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

**Contractor:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT M**  
**CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**  
 (to be completed at conclusion of project)

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general CONTRACTOR on the above referenced project.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3.  Prevailing wage does not apply; or  
 All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
5. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from the City of Riverside, Missouri, the certification of completion of the Project and receiving payment therefore.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of \_\_\_\_\_, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
 Notary Public

**EXHIBIT N**  
**SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**  
(to be completed at conclusion of project)

**HORIZONS AND 41ST INTERSECTION IMPROVEMENTS (Project No. 620-228)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

Subcontractor's Legal Name and Address

Missouri Corporation

Foreign Corporation

Fictitious Name Corporation

Sole Proprietor

Limited Liability Company

Partnership

Joint Venture

Other (Specify) \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

NOTARY

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ (Signature)

**EXHIBIT O**  
**ENGINEER/CONSULTANT'S CERTIFICATION**  
**For Acceptance and Final Payment**  
(to be completed at conclusion of project)

**City of Riverside, Missouri**

**Project Name: HORIZONS AND 41ST INTERSECTION IMPROVEMENTS**

**Project No: 620-228**

**Contractor: \_\_\_\_\_**

**Contract Date: \_\_\_\_\_**

**Date of Completion and Acceptance: \_\_\_\_\_**

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the City.

The City is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The Contractor will warranty all specified work for a period of one (1) year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

(SEAL)

Attest: \_\_\_\_\_

Robin Kincaid, City Clerk

Date: \_\_\_\_\_

## **DIVISION 1 – SPECIFICATIONS**

**CITY OF RIVERSIDE, MISSOURI  
HORIZONS PARKWAY AND NW 41<sup>ST</sup> STREET INTERSECTION IMPROVEMENTS  
PROJECT SPECIAL PROVISIONS**

1 - GENERAL REQUIREMENTS .....	2
2 - SAWING .....	11
3 - CLEARING AND GRUBBING .....	11
4 - DEMOLITION AND REMOVAL.....	11
5 - UNCLASSIFIED EXCAVATION.....	11
6 - COMPACTION OF EARTHWORK.....	11
7 - PORTLAND CEMENT CONCRETE BASE.....	12
8 - SIDEWALK RAMPS & DETECTABLE WARNING SURFACES.....	12
9 - TRAFFIC SIGNAL INSTALLATION (HORIZONS PKWY AND NW 41 <sup>ST</sup> ST).....	12
10 - STREET LIGHTING RELOCATIONS .....	13
11 - PERMANENT SIGNING INSTALLATION .....	13
12 - REMOVING EXISTING SIGNS .....	13
13 - TEMPORARY TRAFFIC CONTROL.....	13
14 - LANDSCAPING.....	14
15 - SODDING.....	21
16 - LAWN SPRINKLER SYSTEM (MODIFICATION OF EXISTING SYSTEMS) .....	26
17 - REMOVE, STOCKPILE, AND REINSTALL MONUMENT SIGN.....	36
18 - CONTRACTOR CONSTRUCTION STAKING .....	36



**CITY OF RIVERSIDE, MISSOURI  
HORIZONS PARKWAY AND NW 41<sup>ST</sup> STREET INTERSECTION IMPROVEMENTS  
PROJECT SPECIAL PROVISIONS**

**1 - GENERAL REQUIREMENTS**

**1.1 SCOPE OF WORK**

The work provided for in these Specifications shall consist of furnishing all labor, materials, appliances, and equipment, and performing all work and operations in connection with the construction of items and all other incidental and related work as set forth in these Specifications and as directed by the Engineer to make a complete and finished job.

**1.2 CONTRACT SPECIFICATIONS**

The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the PROJECT SPECIAL PROVISIONS, TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern the construction of the entire work, and the provisions thereof will govern each item and unit of work to which such provisions apply.

**1.3 STANDARD SPECIFICATIONS**

The work shall conform to these Specifications and to the "Standard Specifications" where reference is made herein. Where reference is made in the Specifications and Contract Documents to "Standard Specifications," it shall mean that the reference is made to the current edition of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) specifications. The following table outlines the APWA sections to be followed for this project:

<b>Section Number</b>	<b>Section Title</b>
2100	Grading and Site Preparation
2150	Erosion and Sediment Control
2200	Paving
2300	Incidental Construction
2400	Seeding and Sodding
2600	Storm Sewers
2700	Structures
2800	Street Lights

Deviations to the Standard Specifications are contained within the project special provisions.

All the work related to the traffic signal installation shall utilize the 2021 Missouri Standard Specifications for Highway Construction and current edition of the Standard Plans.

#### **1.4 CONTRACT DRAWINGS**

The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop and dimension drawings of material and equipment and other drawings, where specified, are shown in the "Index of Sheets" on the cover sheet of the Plans.

#### **1.5 SITE CONDITIONS**

**Examination of the Site:** Bidders may visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the specifications.

**Protection of Monuments:** The Contractor must carefully preserve bench marks, references or stakes and in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**Breakage and Damage:** The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by the Contractor's operations and shall replace, at Contractor's own expense, in a manner approved by the Owner any such broken or damaged material.

**Delivery of Materials:** The delivery of all materials, equipment, and miscellaneous items entering into the construction of the work is a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor, except items designated as being provided by the City. An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.

**Storage of Materials:** All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.

**Coordination:** All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.

#### **1.6 MEASUREMENT AND PAYMENT**

The quantities as given in the Bid Form are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the specifications. Increases or decreases may be made over or under the Bid Form estimated quantities to provide for needs that are determined by the Owner during the process of the Work. Contract unit prices shall apply to such increased or decreased quantities. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions. The Owner has the privilege of omitting or adding to any unit items in the Bid Form. Any discrepancies between the specifications and the existing conditions shall be referred to the Owner for adjustment, before the work is performed.

The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be

responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.

It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Bid Form. No item of Work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of or in addition to the prices submitted in the Bid Form. All Work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Bid Form.

If item does not appear in the Bid Form, or if said item is a part of another item listed in the Bid Form, it will not be measured for payment.

Whenever in the Bid Form there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.

Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.

Payment will be made as the sum of the following:

1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.

### **1.7 EROSION AND SEDIMENT CONTROL**

The Contractor is responsible for providing sufficient control of sediment and erosion to prevent migration of sediment off the construction site throughout the duration of the project. All sediment escaping the project site and entering the downstream ditches shall be removed immediately at the expense of the Contractor. If the existing vegetation is damaged by the sediment, or by the removal of the sediment, it shall be replaced with like vegetation at the expense of the Contractor.

Initially installed quantities will be paid by measured quantity and unit price for "Silt Fence", "Biodegradable Logs," and "Inlet Protection." Repairs to erosion control throughout the project are considered subsidiary.

### **1.8 COORDINATION**

All construction activities shall be coordinated with adjacent property owners affected by construction of the project to assure access to their properties. Driveways to adjacent properties shall be accessible at the end of each working day.

The Contractor will be responsible for notifying the Resident Project Representative in writing of the dates when construction will begin and end. The City will notify the school district, fire, and police departments, and the local newspapers.

The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City.

**Project Coordination Meetings:** In addition to the above said coordination responsibilities, the Contractor shall attend construction progress meetings with the Resident Project Representative on a monthly basis (at a minimum). Additional meetings may be held as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.

The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of construction elements.

In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.

The Contractor is solely responsible for all Assignments of Work among subcontractors.

The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

## **1.9 JOB SITE ADMINISTRATION**

The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work, whenever construction activities are underway, for the duration of this project.

The Contractor shall designate, in writing, the duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) will be the official liaison between the Owner and Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Owner shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

## **1.10 MOBILIZATION OF EQUIPMENT**

### **a. Description**

Move required personnel, equipment, materials, supplies and incidentals to the project site prior to beginning work. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. Assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

No direct payment will be made for Mobilization as it shall be considered subsidiary to other bid items in the contract.

### **1.11 SUBMITTALS**

Shop Drawings: A minimum of two (2) copies each of manufacturer's shop drawings and data sheets shall be submitted to the Owner indicating the necessary installation dimensions, weights, materials and performance information.

The shop drawings shall be distributed as follows: One (1) copy for the City and one (1) copy for the prime Contractor. The Contractor shall supply additional copies as necessary for any subcontractors.

Submittals for equipment and materials shall include reference to indicate where it is to be used; whether by tag number, specification paragraph, or description of use.

Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.

Submittals: Required submittals include but are not limited to the following:

*Aggregate (other than those used in pavements or structures)*

- A. Gradation Test Results
- B. Soundness Test Results

*Fill Material*

- A. Source for Material
- B. Moisture-Density Relationships

*Concrete Mix Design (For Each Mix used on the Project)*

- A. Source of Materials
- B. Concrete Manufacturer's Name
- C. Testing Laboratory Name
- D. Results of the Mix Design
  - 1) Compressive Strength
  - 2) Air Content
  - 3) Slump
  - 4) Cement Content
  - 5) Water Content

- 6) Fine Aggregate
  - a) Gradation Test Results
  - b) Soundness Test Results
- 7) Coarse Aggregate
  - a) Gradation Test Results
  - b) Soundness Test Results
- 8) Additives as called for in plans or specifications
- 9) Certification of Reinforcing Steel
- 10) Certification of Fly Ash (if used)

*Asphalt Mix Designs (for each mix used on the project)*

- A. Source of Materials
- B. Asphalt Manufacturer's Name
- C. Testing Laboratory Name
- D. Results of the Mix Design
  - 1) Marshall Characteristics, including all those items listed under KCAPWA.
  - 2) Asphalt Cement Content
  - 3) Fine Aggregate
    - a) Gradation Test Results
    - b) Soundness Test Results
  - 4) Coarse Aggregate
    - a) Gradation Test Results
    - b) Soundness Test Results

*Soil-Fly Ash Mixture*

- A. Fly ash material
- B. For soil-fly ash mixture (with specified % of fly ash) for each different type of soil anticipated to be used in the pavement subgrade stabilization:
- C. ASTM D558 modified to a 2 hour delay. At each moisture content, strength testing (ASTM D 1633) modified to curing sealed for 7 days at 100 degrees (F) shall be performed.

*Storm Sewer*

- A. Piping
  - 1) Certification of Piping and Fittings
- B. Structures
  - 1) Precast Shop Drawings
  - 2) Catalogue Cuts on Metal Castings

*Pavement Marking Materials*

- A. Certification that all materials used are in compliance with specifications included herein

*Silt Fence*

- A. Manufacturer's information showing compliance with KCAPWA.

*Utility Conduits*

- A. Certification that all materials used are in compliance with specifications included herein.

**1.12 INSPECTION OF WORK**

The Contractor shall not commence placing concrete or backfilling of pipe/structures until such time as the City Engineer or his authorized representative has made inspection. Form location, grades, slopes and subgrade shall have been approved prior to placing any concrete.

### **1.13 BRACING AND SHORING**

It shall be the contractor's responsibility to brace and shore existing structures during construction. Any additional damage to or collapse of existing structures during the contract period shall be the sole responsibility of the Contractor.

The Contractor shall brace and shore all trenches in full accordance with Occupational Safety and Health Standards - Excavations; Final Rule 29 CFR Part 1926.

Bracing and shoring shall not be paid for directly but shall be considered subsidiary to other bid items. No additional payment shall be considered for increased quantities of earthwork, asphalt removal and replacement, or increases in other items as a result of compliance with this specification.

### **1.14 SAMPLING AND TESTING**

Work under this item shall consist of furnishing all materials, labor and equipment necessary for a private testing laboratory to provide the material testing for items incorporated into the project.

The tests, frequency and reports required to confirm contract compliance shall be as specified in the KCAPWA Standard Specifications unless otherwise noted below:

One copy of the test results shall be submitted to the Owner electronically within 24 hours of the test completion.

The testing lab must be agreed upon by the Contractor and the Owner.

No direct payment shall be made. This item shall be considered subsidiary to the bid items of the materials being tested.

### **1.15 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE**

The Contractor shall make his own arrangements for material and equipment storage areas and non-soil waste area.

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. This includes the removal of earth and debris from streets and roads that resulted from the Contractor's activity. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

No direct payment shall be made. This item shall be considered subsidiary.

### **1.16 TRAFFIC SAFETY**

When working in the traveled way, the Contractor shall provide adequate and suitable barriers, signs, warning lights, flaggers, and all other equipment necessary to direct and reroute traffic and protect the public from moving or stationary vehicles, equipment, and materials, and other obstructions. Also, adequate protective warning lights and signs shall be provided to warn of any obstruction or excavation in the street, and easement area. All barricades, signs, lights and other protective devices in public right-of-way and easements shall be installed and maintained in conformity with applicable statutory requirements, the latest edition of the "Manual on Uniform Traffic Control Devices", and the Missouri Department of Transportation (MoDOT) traffic standards.

The Police Department and Fire Department shall be notified prior to closing a street with the approval of the City Engineer.

#### **1.17 NOTIFICATION OF PROPERTY OWNERS**

The Contractor shall provide advance notification to the adjacent property owners on all phases of the operations.

#### **1.18 TREE AND PLANT PROTECTION**

All trees and other vegetation which must be removed to perform the work shall be removed and disposed of by the Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the drawings. All trees and plants not removed shall be protected against injury from construction operations.

The Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades or fences around the drip line, and trimming low hanging branches to prevent damage from construction equipment. Barricade or fence shall not be removed without consent of the Engineer. When the Contractor is performing any work that may damage the tree, hand excavating or tunneling methods shall be used. Where encroachment by vehicles or equipment is expected within the drip line of the tree, the contractor will be required to place at least a 6 inches layer of organic mulch on top of the affected area to offset possible compaction. Such trees shall not be endangered by stockpiling excavated material or storing equipment within the drip line of the tree. No backfill material exceeding 4 inches in depth shall be placed within the drip line area of any tree designated to be preserved without prior consent from the Engineer.

When excavation is required within the drip line of any protected tree, the contractor shall take extra measures to protect as many roots as possible. All roots to be cut or removed shall be "cut" with a chain saw, trencher, or other methods as approved by the engineer that will leave a smooth cut surface. All roots exposed during excavation shall be protected to prevent the roots from drying out by covering the exposed area with canvas or burlap, peat moss, or mulch, and kept damp until the area has been backfilled. Where shown on the plans, trees requiring root removal of one third or more of the circumference of the root system, may require the pruning of limbs on the opposite side of the root removal or thinning the entire tree equally as directed by the Engineer. All pruning, repair, and replacement of trees and plants shall be performed by qualified nurserymen or arborists. Trees requiring trimming are as noted on the plans. This work shall not be paid for directly but shall be considered subsidiary to other bid items.

When the injury or removal of trees designated to be preserved cannot be avoided; each tree injured beyond repair or removed shall be replaced with a similar tree, or provide compensation to the City as determined by the Engineer.

#### **1.19 WEEDS**

The Contractor shall restrict the excessive growth of weeds, grasses, and other uncultivated vegetation within the project limits. The Contractor shall cut down any excessive growth by mowing or trimming or as directed by the engineer.

No direct payment will be made for this work as it shall be considered subsidiary to other bid items in the contract.



## **1.20 RESTORATION**

### **a. Pre-Restoration Meeting**

The Contractor shall be responsible for scheduling a pre-restoration meeting within 1 (one) week prior to beginning final grading, select soil placement, and restoration of the sodded areas in the project. The time and location of the meeting shall be approved by the Project Engineer, with required attendance by the Contractor's superintendent and any/all subcontractors involved in the restoration. The purpose of this meeting is to discuss in detail the requirements of sod restoration in the Specifications. At this meeting the Contractor shall provide:

- (1) A complete schedule of operations and proposed methods for soil preparation, sod placement, and watering.
- (2) A list of the equipment to be used for soil preparation and compaction, fertilizer distribution, sod delivery, placement and rolling, and watering.
- (3) The proposed source or sources of the sod, select soil, and water.
- (4) A list or set of "marked up" plans indicating the proposed location of each type of sod.
- (5) A list of at least 3 locations that the sod crew to be used on this project has placed sod within the previous 2 weeks.

## **1.21 UTILITY MEETINGS AND UTILITY ADJUSTMENT**

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Engineer will furnish plans to the utility companies for their records. These companies will relocate and adjust their own facilities at no cost to the Contractor. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

## **1.22 RIGHT-OF-WAY**

It is anticipated that all work will be performed within existing right of way and easements. The Contractor shall confine his construction operations to the existing right-of-way limits and easements established for the project. Equipment or materials shall not be stored beyond these limits without the express approval of the owner of such property. The Engineer shall be informed as to any arrangements that Contractor makes on his behalf in these matters.

## **1.23 CONSTRUCTION SCHEDULE**

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the City Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the City Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

In addition to submitting a baseline project schedule, the Contractor shall update the project schedule prior to each monthly construction progress meeting. The updated schedule shall show

the original baseline schedule, the actual work progress and the estimated completion of each significant work item for each phase of the project. The updated schedule shall be distributed to the City at each progress meeting.  
No direct payment shall be made.

#### **1.24 AS-BUILT PLANS**

The contractor shall be responsible for maintaining a set of plans on site that contains red line markups for any approved deviations in the plans for the purpose of a record as-built set of plans. This set shall be delivered to the Engineer upon final completion of the project.

### **2 - SAWING**

#### **2.1 GENERAL**

Where portions of the existing pavement are to be removed, the existing pavement shall be cut with a concrete saw to full depth. If the remaining pavement is chipped or cracked during sawing and removal, it shall be re-sawed behind the limits of the chip or crack. No additional payment will be made for the replacement of pavement damaged during construction other than that shown on the plans.

#### **2.2 MEASUREMENT AND PAYMENT**

All required sawing including curb and gutter, removal and replacement, and any other sawing shall be subsidiary to other bid items.

### **3 - CLEARING AND GRUBBING**

#### **3.1 MEASUREMENT AND PAYMENT**

The Engineer will measure the clearing and grubbing by the lump sum.

Payment for "Clearing and Grubbing" at the contract lump sum price is full compensation for the specified work.

### **4 - DEMOLITION AND REMOVAL**

#### **4.1 MEASUREMENT AND PAYMENT**

The Engineer will measure the removal of existing structures by the lump sum.

Payment for "Demolition and Removal" at the contract lump sum price is full compensation for the specified work.

### **5 - UNCLASSIFIED EXCAVATION**

#### **5.1 MEASUREMENT AND PAYMENT**

Payment for this work shall be based on plan quantity and will be paid for at the contract unit price bid per cubic yard for "Unclassified Excavation".

### **6 - COMPACTION OF EARTHWORK**

#### **6.1 MEASUREMENT AND PAYMENT**

No separate payment will be made for water required for compaction of subgrade.

The amount of completed and accepted work shall be paid for based on plan quantity at the contract unit price bid per cubic yard for "Compaction of Earthwork" of the specified type and moisture range.

## **7 - PORTLAND CEMENT CONCRETE BASE**

### **7.1 DESCRIPTION**

This section includes the construction of Portland cement concrete base. This work shall be performed in accordance with Section 505 of the Missouri Standard Specifications for Highway Construction, latest revision.

### **7.2 MEASUREMENT AND PAYMENT**

The amount of completed and accepted work shall be paid for based on plan quantity at the contract unit price bid per square yard for "Portland Cement Concrete Base (9)".

## **8 - SIDEWALK RAMPS & DETECTABLE WARNING SURFACES**

### **8.1 DESCRIPTION**

This work shall be constructed in accordance with the lines and grades shown on the Drawings.

### **8.2 MEASUREMENT AND PAYMENT**

The Engineer will measure sidewalk ramps by the square foot of final exposed area of the entire ramp.

The Engineer will measure the detectable warning surface by the square foot of final exposed area. Final exposed area shall be that area exposed after installation of detectable warning surfaces and backfill operations are complete.

Payment for "Sidewalk Ramps (6") (KCMMB4K)" and "Detectable Warning Surface" at the contract unit prices bid is full compensation for the specified work.

## **9 - TRAFFIC SIGNAL INSTALLATION (HORIZONS PKWY AND NW 41<sup>ST</sup> ST)**

### **9.1 DESCRIPTION**

This work shall consist of furnishing all labor, materials and equipment to complete in place the traffic signal work as shown on the Drawings (including standard details), as specified in the Missouri Department of Transportation's Section 902 Traffic Signals of the Missouri Standard Specifications for Highway Construction and Missouri Standard Plans for Highway Construction, latest revisions.

### **9.2 MEASUREMENT AND PAYMENT**

The Engineer will measure the traffic signal installation as indicated on the Drawings, complete-in-place and accepted, as a unit lump sum quantity for all work necessary.

Payment for "Traffic Signal Installation (Horizons Parkway and NW 41<sup>st</sup> Street)" at the contract lump sum price bid is full compensation for the specified work.

## **10 - STREET LIGHTING RELOCATIONS**

### **10.1 DESCRIPTION**

The Contractor shall coordinate with Evergy for the removal and resetting of existing street light poles on new foundations as shown on the Drawings. This work is to be performed by Evergy and will be completed under a separate contract with the City. The Contractor shall coordinate the planned construction schedule with Evergy to minimize potential downtime of the street lighting equipment.

### **10.2 METHOD OF MEASUREMENT**

No direct payment will be made for this item.

## **11 - PERMANENT SIGNING INSTALLATION**

### **11.1 DESCRIPTION**

Permanent signing installation shall consist of furnishing and installing post-mounted highway signs as shown on the Drawings and conform to Section 903 Highway Signing of the Missouri Department of Transportation's Missouri Standard Specifications for Highway Construction and Missouri Standard Plans for Highway Construction, latest revisions.

### **11.2 METHOD OF MEASUREMENT**

The Engineer will measure permanent signing installation by the lump sum, for complete signing installation as shown on the Drawings.

Payment for "Permanent Signing Installation" at the contract lump sum price bid is full compensation for the specified work.

## **12 - REMOVING EXISTING SIGNS**

### **12.1 DESCRIPTION**

Existing sign removal shall consist of the complete removal of highway signs, signposts, and foundations as shown on the Drawings.

### **12.2 METHOD OF MEASUREMENT**

The Engineer will measure the removal of existing signs by the lump sum.

Payment for "Removing Existing Signs" at the unit prices bid is full compensation for the specified work.

## **13 - TEMPORARY TRAFFIC CONTROL**

### **13.1 DESCRIPTION**

Temporary Traffic Control shall conform to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Construction operations shall be coordinated to result in the least practicable delay to traffic.

### **13.2 METHOD OF MEASUREMENT**

The Engineer will measure traffic control by the lump sum, including all signs, barricades, warning lights, flaggers, temporary pavement markings and all other equipment necessary to safely direct and control traffic.

Payment for "Temporary Traffic Control" at the contract lump sum price bid is full compensation for the specified work.

## 14 - LANDSCAPING

### 14.1 DESCRIPTION

#### a. Work Included

The Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to install plant material, preparation of soil, fine grading, planting, mulching, pruning, watering, and the proper disposal of any excess earth or debris, all in accordance with the accompanying Drawings and these Specifications.

#### b. Summary

Section Includes:

- (1) Plants.
- (2) Mulch.
- (3) Landscape edgings.

#### c. Related Sections

- (1) Section 15 – Sodding

#### d. Definitions

- (1) Backfill: The earth used to replace or the act of replacing earth in an excavation.
- (2) Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- (3) Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

#### e. Action Submittals

Prior to delivery to the job site, contractor shall submit to the Owner or Landscape Architect the source and supplier of all plant material, fertilizer and mulch, and other materials along with the type of equipment to be used on this project.

- (1) Product Data: For each type of product.
- (2) Samples of each type of mulch.

#### f. Information Submittals

- (1) Product certificates.
- (2) Sample warranty.

#### g. Quality Assurance

- (1) Regulatory Requirements
  - (a) Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction at the project site.
  - (b) Contractor shall be responsible for certificates of inspection of plant material that may be required by Federal and Local authorities to accompany shipments of plants.
- (2) Reference Standards
  - (a) "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.

(b) "American Standard of Nursery Stock" by the American Association of Nurseryman.

(c) American National Standards Institute (ANSI); Publication Z60.1.

(3) Substitutions

Substitutions of plant material will not be permitted unless authorized in writing by Owner or Landscape Architect. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract Price. Such proof shall be substantiated and submitted in writing to the Owner and Landscape Architect at least thirty (30) days prior to start of the work under this Section. These provisions shall not relieve the Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

(4) Condition and Source of Plants

Plants shall be subject to review and approval by the Owner or Landscape Architect upon delivery for conformity to Specifications. Such approvals shall not impair the right of review and rejection during progress of the Work. Submit written request for inspection of plant material at place of growth and quantity of plants to be inspected.

(5) Coordination

Work in conjunction with other trades as directed, taking all reasonable precautions to avoid disturbance or interference with any other operation or installation on the site. Contractors shall be responsible for the cost of replacing any material damaged as a result of his/her negligence.

(6) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

(a) Pesticide Applicator: State licensed, commercial.

(7) Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

**h. Delivery, Storage, and Handling**

(1) Storage of Materials

All materials delivered to the job shall be stored so as to keep them in new condition and free from deterioration. Peat moss, fertilizer, etc., shall be stored in temporary sheds off-site at Contractor's expense.

(2) Packaged Materials

Deliver packaged materials in unopened containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

(3) Plant Material

(a) Plants shall not be delivered to the site until the corresponding beds are fully prepared. All shipments of nursery materials shall be thoroughly protected from the sun and from drying winds during transit. All plants which cannot be planted at once after delivery to the site of the work shall be well protected against the possibility of drying by wind and sun. Balls of earth on B&B plants shall be kept covered with soil or other acceptable material. All materials heeled-in on the property shall be adequately watered.

(b) Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

(c) Handle planting stock by root ball.

- (d) Store bulbs, corms, and tubers in a dry place at 60° to 65° F until planting.
- (e) Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

(4) Review of Stock

All planting stock shall be inspected as required by Local, State, or Federal laws, and upon delivery at premises shall be subject to review by the Owner and/or Landscape Architect. All plant material is subject to rejection by the Owner and/or Landscape Architect either at time of delivery or after planting, provided it does not comply with the requirements stated herein. Any rejected stock shall be immediately removed from the premises and replaced with approved stock.

**i. Job Conditions**

(1) Examination of Site:

- (a) The bidder must acknowledge that he has examined the site, Drawings and Specifications and the submission of a quotation shall be considered evidence that examinations have been made.

(2) Field Conditions: The Contractor shall verify drawing dimensions with actual field conditions and inspect related work and adjacent surfaces. The Contractor shall report to the Landscape Architect all conditions which prevent proper execution of this work.

(3) The Contractor shall determine the exact location of all existing utilities, structures, and geogrid reinforcement before commencing work. The Contractor shall conduct his work so as to prevent interruption of service or damage to them. The Contractor agrees to be fully responsible for any and all damage which might be occasioned by the Contractor's failure to exactly locate and preserve any and all utilities, structures, and geogrid reinforcement.

**j. Sequencing and Scheduling**

(1) Planting Time: Proceed with and complete planting as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.

(2) Planting Dates:

- (a) Trees, shrubs, and perennials shall be planted only when the ground is not frozen, snow covered, or in an otherwise unsuitable condition for planting. Spring planting shall generally occur between February 15 and May 31, and fall planting shall generally occur between September 1 and December 15.

**k. Materials Clean-Up**

The Contractor shall keep the premises free from rubbish and all debris associated with their work at all times and all unused materials and debris shall be removed from the site.

**l. Warranty**

All plant material (trees, shrubs, etc.) and planting supplies (bark mulch, etc.) shall be warranted for a period of not less than one (1) year from the date of issuance of the letter of Substantial Completion.

All replacement stock shall be subject to the same warranty requirements as the original stock. Any damage due to replacement operations shall be repaired by the Contractor. At the end of the warranty period, inspections shall be made jointly by the Owner, Landscape Architect, and Contractor. All plants not in a healthy growing condition shall be removed and replaced with plants of a like kind and size before the close of the next planting season and before issuance of the letter of Final Completion.

Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

- (1) Failures include, but are not limited to, the following:
  - (a) Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
  - (b) Structural failures including plantings falling or blowing over.

## **14.2 PRODUCTS**

### **a. Topsoil**

Topsoil shall be fertile, natural topsoil, typical of the locality. Stockpiled topsoil may be used. It shall be free of subsoil, slag, clay, stones, lumps, sticks, plants or their roots, toxic substances or other extraneous matter that may be harmful to plant growth or would interfere with future maintenance. Topsoil pH range shall be 6.0 to 7.0.

- (1) Soil Testing:
  - (a) Onsite Topsoil – The Contractor shall be responsible for having onsite topsoil tested by the Local County Extension Office to determine the amounts of amendments needed to meet the desired pH, nutritional organic levels determined to be adequate for the area by the County Extension Agent. The Contractor shall submit topsoil tests to the Landscape Architect.
  - (b) Offsite Topsoil - The Contractor shall be responsible for having offsite imported topsoil tested by the Local County Extension Office to determine the amounts of amendments needed to meet the desired pH, nutritional organic levels determined to be adequate for the area by the County Extension Agent. The Contractor shall submit topsoil tests to the Landscape Architect.
- (2) Soil Conditioners and Amendments:
  - (a) Aluminum sulfate shall be horticultural grade.
  - (b) Peat shall be a natural product of sphagnum peat (peat moss), derived from a fresh-water site conforming to ASTM D 2607 except as otherwise specified. Peat shall be shredded and conditioned in storage piles for at least 6 months after excavation.
  - (c) Sand shall be clean and free of toxic materials.
  - (d) Vermiculite shall be horticultural grade and free of any toxic materials.
  - (e) Rotted manure shall be unleached stable or cattle manure not less than 8 months or more than 2 years old, containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; and containing no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds.
  - (f) Rotted sawdust shall have 7.5 pounds of nitrogen added uniformly to each cubic yard and shall be free of chips, stones, sticks, soil, and toxic substances.
  - (g) Gypsum shall be 90 percent pure, free of any toxic materials, and at least 95 percent by weight shall pass a 4-mesh sieve.
  - (h) Other amendments as recommended by County Extension Agent.
- (3) Treatment of Saline Soil: Saline soil shall be leached out by a controlled amount of water sufficient enough to leach the salts to a level below the root zone. Water used for this purpose shall have a low salt content.

### **b. Planting Soil Mixture**

The "topsoil mixture" shall be composed of on-site or off-site topsoil and additional soil amendments appropriate for the location and plantings based on the soil test provided in the appendix.



The "planting soil mixture" for all planting pits shall be 80% topsoil mixture, 10% peat moss, and 10% well composted manure. Mix thoroughly for uniformity of texture and distribution before placing in pit.

**c. Plant Stock**

Plant material shall be first quality stock and shall conform to the code of standards set forth in the current edition of the American Standards of Nursery Stock sponsored by the American Association for Nurserymen, Inc.

Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

Species and variety as specified on the Drawings and delivered to the site shall be certified true to their genus, species and variety and as defined within the current edition of "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.

The Contractor shall facilitate inspection and identification by labeling of trees, shrubs, and perennials with a durable waterproof label and weather-resistant ink. Labels shall state the correct plant name and size as specified in the plant list of required plants. Labels shall be securely attached to plants and shall be legible for 60 days after delivery to the planting site. Wire identification tags shall not be used. Plants not labeled will be rejected. The Contractor shall remove all tags after the Landscape Architect's acceptance of the installation.

Plants shall be nursery grown and shall be of varieties specified in the plant list bearing botanical names.

Planting stock shall be well-branched and well formed, sound, vigorous, healthy, free from disease, sun-scale, windburn, abrasion, and harmful insects or insect eggs; and shall have healthy, normal unbroken root systems. Deciduous trees and shrubs shall be symmetrically developed, of uniform habit of growth, with straight trunks or stems, and free from objectionable disfigurements. Evergreen trees and shrubs shall have well-developed symmetrical tops with typical spread of branches for each particular species or variety. Evergreen trees and shrubs shall not be sheared. Plants shall have been grown under climatic conditions similar to those in the locality of the project. Deciduous plants shall be dug in a dormant stage only.

Stock Sizes: All stock measurements - caliper, height, branching level, number of canes, ball sizes shall be in strict accordance with the latest edition of the American Standard for Nursery Stock, unless otherwise noted on the plans. Plants used on the project shall meet or exceed all minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets.

All stock shall be balled and burlapped or container grown stock. Bareroot stock of any kind is unacceptable.

All plant material must be watered the same day it is planted in order to comply with these Specifications.

**d. Fertilizer**

All fertilizers shall be horticultural grade complete formula fertilizers and shall conform to the applicable State Fertilizer Laws.

Plant Stock: Fertilizer shall be "AGRIFORM" slow release fertilizer tablets. To be applied per manufacturer's specifications.

**e. Mycorrhizal**

All mycorrhizal shall be horticultural grade complete formula mycorrhizal and shall conform to the applicable State Mycorrhizal Laws.

(1) MYKE Pro Landscape Granular Mycorrhizal Inoculant

- (a) Distributor: Subject to compliance with requirements, provide products by the following:
- (b) Arbor Valley Nursery, Brighton, CO, (303) 654-1682, ArborValleyNursery.com
- (c) For approved equal, reference specific written instructions from manufacturer

**f. Mulches for Plantings**

Hardwood Mulch: Mulch in all open planting beds labeled as hardwood mulch shall be shredded double ground oak or dark hardwood mulch of its natural color. Cypress, or dyed or colored mulch is unacceptable. Bark shall be of a relative uniform particle size with a median size of one and one-half inches (1-1/2") and shall be free of sticks, stones, leaves and any other debris.

**g. Edging**

Shrub bed edge adjacent to turf areas bed edging adjacent to concrete curb, pavement and sidewalk shall be manicured "V" edge per details.

**h. Water**

Water shall not contain elements toxic to plant life. It shall be the Contractor's responsibility to obtain water to be used for watering of plant material.

**i. Anti-desiccant**

Anti-desiccant shall be an emulsion that will provide a film over plant surfaces permeable enough to permit transpiration, and not damage the plant.

**j. Herbicides**

Herbicides used must comply with all applicable State and Federal laws and be registered with the U.S. Environmental Protection Agency.

- (1) Herbicide control shall be: Pre-emergence application of "Dacthal" or equivalent applied according to manufacturer's recommendations and incorporated into soil as specified. Herbicide shall be in dry/pellet form.
- (2) Post-emergence application of "Roundup" or equivalent, applied as specified by manufacturer. Use with extreme care to avoid contact with landscape plantings.

**k. Pesticides**

General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

**14.3 EXECUTION**

**a. General Preparation**

- (1) Clearing
  - (a) All planting bed areas are to be cleared by the Contractor.
  - (b) Clearing shall consist of the satisfactory removal and disposal of brush, rubbish, and other vegetative growth occurring within all planting bed areas. All debris associated with this work shall be gathered and removed from the project by the Contractor.
- (2) Preparation of Planting Mixture

- (a) Mix recommended soil amendments and fertilizers with topsoil at rates recommended by the soil test results. Delay addition of fertilizer if planting mixture will not be used within two (2) days.
- (3) Protection of Existing Vegetation
  - (a) All areas under drip lines of existing trees shall be kept free of construction equipment, trailers, material storage, and vehicles.
  - (b) Exercise extreme care when working around existing trees to remain. No soil scarification or compaction from construction vehicles shall occur under any existing tree dripline.
  - (c) In areas of established turf, the surrounding turf area shall be covered in a manner that will provide protection before excavations begin.

**b. Tree, Shrub, and Perennial Planting**

All planting shall be performed by personnel familiar with the accepted procedure of planting and under the constant supervision of a qualified planting foreman.

All planting is to be done as shown on drawings and as specified herein and in strict accordance with standard horticultural practices.

**Layout**

- (1) Plant material locations and planting bed outlines shall be staked on the project site by the Contractor and approved by the Owner or Landscape Architect before any plant pits or beds are excavated. Plant material locations and bed outlines may be adjusted by the Landscape Architect to meet field conditions.

**Installation of Trees and Shrubs**

- (1) Planting pits shall be excavated to produce vertical sides and flat bottoms. Scarify side walls to alleviate glazing and loosen any hard subsoil in bottom of pit. Minimum pit sizes shall be as shown on drawings.
- (2) Dispose of all subsoil, clay, and rock (off-site) removed from planting excavations. The top six (6) inches of topsoil excavated from the planting pit, if free from subsoil, clay, rocks, roots, or other debris, may be utilized in the topsoil mixture as specified.
- (3) Setting Plants

- (a) Balled and burlapped and container grown plants shall be handled and moved only by the ball or container. Plants shall be set plumb and held in position until a sufficient quantity of planting soil mixture has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are 2" higher than the depth at which they are grown in the nursery, collecting field, or container. Fertilizer in tablet form shall be placed prior to backfilling and in accordance with the manufacturer's specifications.
- (b) Apply Mycorrhizal to the top 2/3 of root balls of all plant material according to the manufacturer's recommended rates. Inoculant must be physically rubbed onto the root ball thoroughly prior to backfilling planting hole. There is no restriction for use of slow release fertilizers with Mycorrhizal inoculant.
- (c) Ball and burlap stock shall be backfilled with the specified planting soil mixture to approximately half the depth of the ball and then tamped and watered. Burlap and tying materials shall be carefully removed from top 1/3 of root ball. The remainder of backfill of planting soil mixture shall be tamped and watered.
- (d) Container-grown stock shall be removed from containers without damaging plant or root system. Planting shall be completed as specified for ball and burlap plants.

**(4) Edging Planting Beds**

All planting beds shall be edged as indicated on the drawings.

**(5) Mulching (Hardwood)**

- (a) Prior to the installation of mulch, all areas to be covered shall be weed free and treated with the specified pre-emergent herbicide as specified herein.
  - (b) Mulch for planting beds shall be installed to a minimum depth of three inches (3") in all planting bed areas specified on the Drawings.
  - (c) Mulching shall take place within 48 hours after planting.
  - (d) Mulch shall be kept out of the crowns of shrubs and off walls, sidewalks, light standards, and other structures.
  - (e) The top of all areas covered with mulch shall be 1" below the top of adjacent curb, walk, wall, wall cap, or edge of pavement.
- (6) Pruning: The Contractor shall prune new plant material in the following manner: Dead and broken branches shall be removed. Evergreen plants shall not be thinned out or sheared. Shrubs shall not be sheared. All plants shall meet or exceed the minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets after pruning has taken place. Cuts shall be made with sharp instruments, and shall be flush with trunk or adjacent branch to ensure elimination of stubs. "Headback" cuts at right angles to line of growth shall not be permitted. All trimmings shall be removed from the site.

**c. Tree, Shrub, and Vine Pruning**

Remove only dead, dying, or broken branches. Do not prune for shape. Do not apply pruning paint to wounds.

**d. Plant Maintenance**

The Contractor shall maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth until issuance of the letter of Substantial Completion for the entire site and scope of work. The Contractor shall tighten and repair stake and tree tie systems, reset trees and shrubs to proper grades or vertical position, restore or replace damaged wrappings, and apply herbicides and pesticides to keep trees, shrubs, and other plant material free of insects and disease as required until issuance of the letter of Substantial Completion.

The Contractor shall be responsible for watering trees, shrubs, and other plant material until the new irrigation system is completely functional and the letter of Substantial Completion has been issued. Watering shall supplement natural rainfall and shall assure that shrubs and other plant material receive a minimum of one (1) inch of water per week. Seed shall be watered daily during the first week and in sufficient quantities to maintain moist soil to a depth of four inches (4"). After the first week seed shall be watered as necessary to maintain adequate moisture.

**14.4 MEASUREMENT AND PAYMENT**

**a. Plantings Identified**

Plantings to be preserved or replaced are as indicated on the Landscape schedule in the contract plans. The Engineer will measure landscaping by the lump sum. Payment for "Landscaping" at the contract lump sum price bid is full compensation for the specified work.

**15 - SODDING**

**15.1 DESCRIPTION**

**a. Work Included**

The Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to install sod, seed, preparation of soil, fine grading, watering, proper disposal of any excess earth or debris, all in accordance with the accompanying Drawings and these Specifications.

**b. Summary**

Section Includes:

- (1) Sodding.

**c. Related Sections**

- (1) Section 14 - Landscaping

**d. Definitions**

(1) Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

**e. Informational Submittals**

(1) Prior to delivery to the job site, contractor shall submit to the Owner or Landscape Architect the source and supplier of all grass sod, seed, fertilizer and other materials along with the type of equipment to be used on this project.

- (2) Certification of grass seed.
- (3) Certification of each seed mixture for turfgrass sod.
- (4) Product certificates.

**f. Quality Assurance**

Regulatory Requirements

- (1) Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction at the project site.
- (2) Contractor shall be responsible for certificates of inspection of plant material that may be required by Federal and Local authorities to accompany shipments of plants.

Reference Standards

- (1) "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.
- (2) American National Standards Institute (ANSI); Publication Z60.1.

Coordination

- (1) Work in conjunction with other trades as directed, taking all reasonable precautions to avoid disturbance or interference with any other operation or installation on the site. Contractors shall be responsible for the cost of replacing any material damaged as a result of his/her negligence.

Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.

- (1) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
- (2) Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
  - (a) Landscape Industry Certified Technician - Exterior.
  - (b) Landscape Industry Certified Lawncare Manager.
  - (c) Landscape Industry Certified Lawncare Technician.
- (3) Pesticide Applicator: State licensed, commercial.

**g. Delivery, Storage and Handling**

Storage of Materials

- (1) All materials delivered to the job shall be stored so as to keep them in new condition and free from deterioration. Peat moss, fertilizer, etc., shall be stored in temporary sheds off-site at Contractor's expense.

Packaged Materials

(1) Deliver packaged materials in unopened containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding"

([https://sodsolutionspro.com/wp-content/uploads/2019/12/CelebrationSpecification\\_Guidelines.pdf](https://sodsolutionspro.com/wp-content/uploads/2019/12/CelebrationSpecification_Guidelines.pdf)). Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

#### **h. Job Conditions**

Examination of Site:

(1) The bidder must acknowledge that he has examined the site, Drawings and Specifications and the submission of a quotation shall be considered evidence that examinations have been made.

Field Conditions: The Contractor shall verify drawing dimensions with actual field conditions and inspect related work and adjacent surfaces. The Contractor shall report to the Landscape Architect all conditions which prevent proper execution of this work.

The Contractor shall determine the exact location of all existing utilities, structures, and geogrid reinforcement before commencing work. The Contractor shall conduct his work so as to prevent interruption of service or damage to them. The Contractor agrees to be fully responsible for any and all damage which might be occasioned by the Contractor's failure to exactly locate and preserve any and all utilities, structures, and geogrid reinforcement.

#### **i. Sequencing and Scheduling**

Planting Time: Proceed with and complete planting as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.

Planting Dates:

(1) Recommended dates for seeding and sodding shall be April 1 - June 15 for spring planting and September 1 - December 15 for fall planting.

#### **j. Materials Clean-Up**

The Contractor shall keep the premises free from rubbish and all debris associated with their work at all times and all unused materials and debris shall be removed from the site.

#### **k. Warranty**

All plant material (lawns) shall be warranted for a period of not less than one (1) year from the date of issuance of the letter of Substantial Completion.

All replacement stock shall be subject to the same warranty requirements as the original stock. Any damage due to replacement operations shall be repaired by the Contractor. At the end of the warranty period, inspections shall be made jointly by the Owner, Landscape Architect, and Contractor. All lawn areas not in a healthy growing condition shall be removed and replaced with grasses of a like kind and size before the close of the next planting season and before issuance of Final Completion.

## **15.2 PRODUCTS**

### **a. Turfgrass Sod**

Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

Turf Type Fescue Sod - Sod shall be a blend of not less than 3 improved Kentucky Bluegrass (*Poa pratensis*) varieties, a native mixture of Hounddog, Rebel, or Falcon Finebladed Turf Type Tall Fescue (*Festuca arundinacea*), and Rye (*Lolium jultiflorum* and *Perene domestic*). It shall be a mix of 20% Kentucky Bluegrass, 70% Finebladed Turf Type Tall Fescue, and 10% Rye. Sod shall be well rooted, 2 year old stock, 3/4" thick, harvested in rolls, and fertilized 2-3 weeks prior to cutting. The sod shall be top quality certified sod, free of weeds, undesirable native grasses, insects and diseases. All sod shall be machine cut and vigorously growing (not dormant). Maximum time from stripping to planting shall be 24 hours.

Provide sod of uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.

**c. Fertilizers**

Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, conforming to the applicable State Fertilizer Laws, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

- (1) Composition: Not less than 13% phosphoric acid and not less than 13% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1,000 sq. ft. of lawn area or as recommended by the County Extension Agent based on soil test results. Provide nitrogen in a form that will be available to lawn during period of growth.

**d. Pesticides**

General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

**15.3 EXECUTION**

**a. Turf Area Preparation**

General:

- (1) Clearing
  - (a) All areas of turf establishment are to be cleared by the Contractor.
  - (b) Clearing shall consist of the satisfactory removal and disposal of brush, rubbish, and other vegetative growth occurring within all proposed turf areas unless turf is being over seeded. All debris associated with this work shall be gathered and removed from the project by the Contractor.
- (2) Preparation of Planting Mixture
  - (a) Mix recommended soil amendments and fertilizers with topsoil at rates recommended by the soil test results. Delay addition of fertilizer if planting mixture will not be used within two (2) days.
- (3) Protection of Existing Vegetation
  - (a) All areas under drip lines of existing trees shall be kept free of construction equipment, trailers, material storage, and vehicles.
  - (b) Exercise extreme care when working around existing trees to remain. No soil scarification or compaction from construction vehicles shall occur under any existing tree dripline.
  - (c) In areas of established turf, the surrounding turf area shall be covered in a manner that will provide protection before excavations begin for sodded turf.

Reduce elevation of planting soil to allow for soil thickness of sod.

Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

**b. Sodding**

All sod areas indicated on the plans shall have temporary cover removed, fine graded and sodded as specified herein and in strict accordance with standard horticultural practices. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.

Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to each other. Lateral joints shall be staggered to promote more uniform growth and strength. Sod is not to be stretched or overlapped. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. In sloping areas sod shall be laid with the long edges perpendicular to the slope and with staggered joints. In all drainage swales, regardless of the degree of slope, the sod shall be laid with the long edges parallel to the contour lines and with staggered joints.

Where sod is indicated on the plans, all slopes greater than 3:1 (horizontal:vertical) and within all drainage swales shall be secured in-place with specified stakes. Stakes shall be placed at intervals no greater than 2'-0" on center, with a minimum of two stakes per piece of sod. Stakes shall be driven into the ground, leaving 2" above the sod line, with the broad face of the stake perpendicular to the slope.

As sodding is completed in any one section, the entire area shall be rolled or tamped to ensure solid contact of roots with the soil surface. Sod shall be watered immediately after rolling and tamping until the underside of the new sod pad and soil surface below the sod are thoroughly moistened. The operations of laying, tamping and watering for any piece of sod shall be completed within eight (8) hours.

Sodded areas shall be guaranteed by the Contractor for the specified period (a minimum of two years) or longer if necessary to establish a dense cover as specified above.

General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

**c. Satisfactory Turf**

Turf installations shall meet the following criteria as determined by Landscape Architect:

(1) Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

(2) Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.



**d. Maintenance**

The Contractor shall maintain sod areas by weeding and mowing as required for healthy growth until issuance of the letter of Substantial Completion for the entire site and scope of work.

The Contractor shall be responsible for watering sod areas until the new irrigation system is completely functional and the letter of Substantial Completion has been issued. Contractor shall be responsible for watering sod areas by hand where irrigation system does not cover. Hand watering of these areas shall continue until letter of Substantial Completion has been issued. Watering shall supplement natural rainfall and shall assure that the sod areas receive a minimum of one (1) inch of water per week. Sod shall be watered daily during the first week and in sufficient quantities to maintain moist soil to a depth of four inches (4"). After the first week sod shall be watered as necessary to maintain adequate moisture.

**15.4 MEASUREMENT AND PAYMENT**

The Engineer will measure sod of specified type by the square yard.

Payment for "Sodding (Turf Type Fescue Grass)" at the contract unit price bid is full compensation for the specified work, including bed preparation, scalping of existing vegetation, top soil, transporting, placing, firming, watering, cultivating, maintaining the sod, protection and repair, and cleanup.

**16 - LAWN SPRINKLER SYSTEM (MODIFICATION OF EXISTING SYSTEMS)**

**16.1 DESCRIPTION**

The location of potential existing sprinkler systems is in the median of the east leg of the Horizons Parkway and NW 41<sup>st</sup> Street intersection within the project limits. Grading operations may impact these existing systems and would require them to be cut and capped in order to maintain the systems operation outside the project limits during construction. Post construction, these systems shall be repaired such that they operate to irrigate the NW 41<sup>st</sup> Street island. Furnish all labor, materials, supplies, equipment, tools, and transportation, and perform all operations in connection with and reasonably incidental to the complete installation of the irrigation system, and guarantee/warranty as shown on the drawings, the installation details, and as specified herein.

Procurement of all applicable licenses, permits, and fees.

Coordination of Utility Locates ("Call Before You Dig").

Detailed layout, hydraulic, and installation detail design of the irrigation system.

Provision of and connections necessary for irrigation system.

Connection of water supply to the irrigation system.

Sleeving for irrigation pipe and wire.

Provisions of electrical power supply to the irrigation system.

Contractor shall provide to the Engineer a "Plan of Action" for repairs to the existing irrigation systems. The "Plan of Action" shall include a time schedule when repairs will occur and a listing of materials required to make a fully operational irrigation system.

**a. References:**

American Society for Testing and Materials (ASTM):

- (1) ASTM B62-96: Standard Specification for Composition Bronze or Ounce Metal Castings.
- (2) ASTM D1785-96a: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Schedule 40, 80, and 120.
- (3) ASTM D2464-93: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- (4) ASTM D2467-96a: Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- (5) ASTM D2564-93: Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
- (6) ASTM D2774-72 (1983): Standard Practice for Underground Installation of Thermoplastic Pressure Piping.
- (7) ASTM F645-95: Standard Guide for Selection; Design, and Installation of Thermoplastic Water Pressure Piping Systems.
- (8) ASTM F690-86: Standard Practice for Underground Installation of Thermoplastic Pressure Piping Irrigation Systems.

National Fire Protection Association (NFPA):

- (9) NFPA 70, 1996 Edition: National Electrical Code.

**b. Design Requirements:**

- (1) Contractor Requirements:

General Requirements: Provide detailed irrigation system installation drawings for the sprinkler and drip irrigation systems including but not limited to sleeving; remote control valve locations and sizing; lateral pipe routing and sizing; sprinkler and drip irrigation layout; and control wire routing and sizing.

In the areas which require repair to an existing irrigation system, the contractor shall provide all appurtenances necessary to make a fully operational system or as noted on the plans.

Irrigation Design Consultant Qualifications: the person or company completing the detailed design shall be a current professional member of the American Society of Irrigation Consultants or an IA (Irrigation Association) Certified Irrigation Designer and shall be normally engaged as an independent professional in the practice of irrigation consultation or irrigation engineering. The irrigation consultant is expected to investigate the water supply and electrical supply and coordinate with the general contractor.

The irrigation consultant shall investigate all existing head types and spray patterns and provide matching brand replacement.

The irrigation consultant is expected to prepare drawings for a system that includes design details.

- (1) Remote Control Valves:

Individual turf laterals must have a capacity for a maximum flow of 80 GPM to 120 GPM.

Individual drip zones must have a capacity for a maximum flow of 10 GPM.

1-inch remote control valves must have a flow capacity between 0 to 25 GPM.

1 ½-inch remote control valves must have a flow capacity between 25 to 60 GPM.

2-inch remote control valves must have a flow capacity between 60 to 120 GPM.

Spray sprinklers, rotary sprinklers, and drip emitters should be installed on separate laterals.

Areas with different exposures must be on separate remote control valves. For example, turf in a parking island should be on a separate lateral from turf in a pedestrian area.

- (2) Pipe:

Lateral pipe velocities must not exceed 7.5 FPS.

Maximum allowable variation between the highest and lowest sprinkler operating pressures on an individual lateral must not exceed 10%.

Minimum sprinkler lateral pipe size is 1-inch. Minimum drip lateral pipe size is 3/4-inch

(3) Sprinkler Layout Guidelines:

Use pop-up spray sprinklers on turf areas and annual planting beds. Use pop-up spray sprinklers in areas less than 30 feet in width or in areas, which are oddly shaped.

Use pop-up rotary sprinklers in turf areas. Use pop-up rotary sprinklers in areas greater than 30 feet in width.

Use a sprinkler nozzle and spacing combination such that the scheduling coefficient for every sprinkler lateral is between 1.15 and 1.2. If a maximum scheduling coefficient of 1.2 cannot be achieved, use a sprinkler nozzle and spacing combination to achieve the minimum scheduling coefficient possible and present data supporting the choice.

Trim out all hardscape areas. Layout sprinklers to minimize overspray onto sidewalks, buildings, and attractions.

Spray sprinklers on an individual lateral must have matched precipitation rate nozzles.

Nozzles for rotary sprinklers on an individual lateral must approximate a uniform precipitation rate.

(4) Drip Layout:

Drip irrigate shrubs and groundcover in planting beds. Use single outlet emitters on shrubs and groundcover in planting beds.

(5) Controller Stationing/Sequencing:

Assign only one remote control valve per controller station. Assign station numbers in a logical manner to allow maintenance personnel to easily inspect the operation of the system on a regular basis.

**c. Submittals:**

Shop drawings shall be submitted in accordance with the Shop Drawings section in the General Conditions.

(1) Materials List: Include pipe, fittings, and water emission components. Quantities of materials need not be included.

(2) Manufacturers' Data: Submit 1 copy of manufacturers' catalog cuts, specifications, and operating instructions for equipment shown on the materials list.

(3) Detailed Irrigation Layout Drawings/Shop Drawings:

Complete detailed irrigation layout drawings using CAD techniques.

Submit copies of layout drawings showing remote control valve locations and sizing, lateral pipe routing and sizing, sprinkler layout, and emitter layout.

Submit copies of hydraulic calculations for each point of connection showing friction loss calculations from the point of connection to the most remote water emission device for the worst-case spray sprinkler, rotary sprinkler, bubbler, and drip emitter laterals. List the highest and lowest sprinkler operating pressures on the lateral.

Submit copies of uniformity evaluation charts for each sprinkler/nozzle/spacing combination showing the scheduling coefficient for the critical 1%, 5%, 10% window size.

Submit copies of control wire diagrams including sizing and calculations verifying that the control wire size is in accordance with valve manufacturer's printed recommendations.

**d. Rules and Regulations:**

Work and materials shall be in accordance with the latest edition of the National Electric Code, the Uniform Plumbing Code as published by the Western Plumbing Officials Association, and applicable laws and regulations of the governing authorities.

When the contract documents call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, provide the quality and size required by the contract documents.

If quantities are provided either in these specifications or on the drawings, these quantities are provided for information only. It is the Contractor's responsibility to determine the actual

quantities of all material, equipment, and supplies required by the project and to complete an independent estimate of quantities and wastage.

**e. Testing:**

Notify the Engineer three days in advance of testing.

Pipelines jointed with rubber gaskets or threaded connections may be subjected to a pressure test at any time after partial completion of backfill. Pipelines jointed with solvent-welded PVC joints shall be allowed to cure at least 24 hours before testing.

Furnish clean, clear water, pumps, labor, fittings, and equipment necessary to conduct tests or retest.

(1) Hydrostatic Pressure Test:

Subject lateral pipe to a hydrostatic pressure equal to the anticipated operating pressure.

Backfill to prevent pipe from moving under pressure. Expose couplings and fittings.

Leakage will be detected by visual inspection. Replace defective pipe, fitting, joint, valve, or appurtenance. Repeat the test until the pipe passes test.

Cement or caulking to seal leaks is prohibited.

(2) Operational Test:

Activate each remote control valve in sequence from controller. The Engineer and Property Owner will visually observe operation, water application patterns, and leakage.

Replace defective remote control valve, solenoid, wiring, or appurtenance to correct operational deficiencies.

Replace, adjust, or move water emission devices to correct operational or coverage deficiencies.

Replace defective pipe, fitting, joint, valve, sprinkler, or appurtenance to correct leakage problems. Cement or caulking to seal leaks is prohibited.

Repeat test(s) until each lateral passes all tests. Repeat tests, replace components, and correct deficiencies at no additional cost to the City.

**f. Construction Review:**

The purpose of on-site reviews by the Engineer is to periodically observe the work in progress, the Contractor's interpretation of the construction documents, and to address questions with regard to the installation.

Scheduled reviews such as those for irrigation system layout or testing must be scheduled with the Engineer as required by these specifications. Impromptu reviews may occur at any time during the project. A review will occur at the completion of the irrigation system installation and Project Record (As-Built) Drawing submittal.

**g. Guarantee/Warranty and Replacement:**

The purpose of this guarantee/warranty is to ensure that the City receives irrigation materials of prime quality, installed and maintained in a thorough and careful manner.

For a period of two (2) years from commencement of the formal maintenance period, guarantee/warranty irrigation materials, equipment, and workmanship against defects. Fill and repair depressions. Restore landscape or structural features damaged by the settlement of irrigation trenches or excavations. Repair damage to the premises caused by a defective item. Make repairs within seven days of notification from the Engineer.

Contract documents govern replacements identically as with new work. Make replacements at no additional cost to the contract price.

Guarantee/warranty applies to originally installed materials and equipment and replacements made during the guarantee/warranty period.

## 16.2 MATERIALS

### a. Quality:

Use materials, which are new and without flaws or defects of any type, and which are the best of their class and kind.

### b. Substitutions:

**Acceptable equipment manufacturer shall match existing system.**

Any pipe sizes referenced in the construction documents are minimum sizes, and may be increased at the option of the Contractor or increased in consideration of the finalized hydraulic requirements of the system.

### c. Sleeving:

The sleeving shall be installed per the following specifications and shall be field located and installed subsidiary to the irrigation system lump sum pay item.

(1) Sleeving beneath streets, ramps and through walls shall be Class 200, SDR-21 pipe in accordance to ASTM D2241.

(2) Sleeving diameter: sleeve sizes shall be 2 times the size of the lateral pipe.

(3) Additional sleeving, if required, shall be pushed by mechanical methods beneath existing paved areas.

### d. Pipe and Fittings:

(1) Lateral Pipe and Fittings:

Use rigid, unplasticized polyvinyl chloride (PVC) 1120, 1220 National Sanitation Foundation (NSF) approved pipe, extruded from material meeting the requirements of Cell Classification 12454-A or 12454-B, ASTM Standard D1784, with an integral belled end suitable for solvent welding.

Use Class 160, SDR-26, rated at 160 PSI, conforming to the dimensions and tolerances established by ASTM Standard D2241. Use solvent weld pipe for lateral pipe. Use Schedule 40, Type 1, PVC solvent weld fittings conforming to ASTM Standards D2466 and D1784 for PVC pipe. Use primer approved by the pipe manufacturer. Solvent cement to conform to ASTM Standard D2564, of a type approved by the pipe manufacturer.

For drip irrigation laterals, use UV radiation resistant polyethylene pipe manufactured from Prime Union Carbide G-resin 7510 Natural 7 manufactured by Union Carbide or a Union Carbide Licensee with a minimum of 2% carbon black. Use PVC/compression line fittings compatible with the drip lateral pipe. Use tubing stakes or landscape fabric staples to hold above-ground pipe in place.

(2) Specialized Pipe and Fittings:

Copper pipe: Use Type "K" rigid conforming to ASTM Standard B88. Use wrought copper or cast bronze fittings, soldered or threaded per the installation details. Use 95% tin and 5% antimony solder.

Ductile iron pipe: Use Class 50 conforming to ANSI A21.51 (AWWA C151). Use a minimum of Class 53 thickness pipe for flanged piping. Use mechanical joints conforming to ANSI A 21.10 (AWWA C110) and ANSI A21.11 (AWWA C111) or flanged fittings conforming to ANSI/AWWA C110 and ANSI B16.1 (125#).

Use a dielectric union wherever a copper-based metal (copper, brass, and bronze) is joined to an iron-based metal (iron, galvanized steel, and stainless steel).

Low Density Polyethylene Hose:

Use pipe specifically intended for use as a flexible swing joint.

Inside diameter: 0.490±0.010 inch.

Wall thickness: 0.100±0.010 inch.

Color: Black.

Use spiral barb fittings supplied by the same manufacturer as the hose.

Assemblies calling for threaded pipe connections shall utilize PVC Schedule 80 nipples and PVC Schedule 40 threaded fittings.

Joint sealant: Use only teflon-type tape or teflon based paste pipe joint sealant on plastic threads. Use nonhardening, nontoxic pipe joint sealant formulated for use on water-carrying pipes on metal threaded connections.

**e. Sprinkler Irrigation Components:**

(1) Remote Control Valve (RCV) Assembly for Sprinkler Laterals

Use wire connectors and waterproofing sealant to join control wires to solenoid valves. Use standard Christy I.D. tags with hot-stamped black letters on a yellow background. Install a separate valve box over a 3-inch depth of 3/4-inch gravel for each assembly. Acceptable manufacturer for remote control valve shall match existing system. Rated working pressure for all remote control valves is to be 200 PSI. Acceptable manufacturer for valve box is Ametek or Carson-Brooks.

(2) Sprinkler Assembly

Acceptable manufacturer and model for pop-up spray sprinklers shall match existing system. All rotor sprinklers are to have a manufacturer installed rubber cover.

**f. Drip Irrigation Components:**

(1) Remote Control Valve (RCV) Assembly for Drip Laterals:

Use wire connectors and waterproofing sealant to join control wires to solenoid valves. Use standard Christy I.D. tags with hot-stamped black letters on a yellow background. Install a separate valve box over a 3-inch depth of 3/4-inch gravel for each assembly. Acceptable manufacturer and model for remote control valve shall match existing system. Acceptable manufacturer for fixed pressure regulator is Agricultural Products or Senniger. Acceptable manufacturer for filter is Amiad, Irritrol Systems, Netafim, or Rain Bird. Acceptable manufacturer for valve box is Ametek or Carson-Brooks.

(2) Drip Emitter Assembly:

Landscape drip line, pressure compensating inline device. Acceptable manufacturer is Rain Bird.

Install emitter types and quantities on the following schedule:

Ground cover plant: 1 single outlet emitter each or 1 single outlet emitter per square foot of planting area, whichever is less.

Shrub: 2 single outlet emitters each

(3) Flush Cap Assembly:

Locate at the end of each drip irrigation lateral pipe. Install a separate valve box over a 3-inch depth of 3/4-inch gravel for each assembly. Acceptable manufacturer is Agricultural Products. Acceptable manufacturer for valve box is Ametek or Carson-Brooks.

(4) Instrumentation:

As presented in the installation details.

Rain Sensor: Use Hunter Mini-Clik II or Rain Bird Rain Check.

(5) Control Wire:

Use American Wire Gauge (AWG) No. 14 solid copper, Type UF or PE cable, UL approved for direct underground burial from the automatic control system to each remote control valve.

Color: Use white for common ground wire. Use easily distinguished colors for other control wires. Spare control wires shall be of a color different from that of the active control wire. Wire color shall be continuous over its entire length.

Splices: Use 3M DBY splices

Warning tape: Inert plastic film highly resistant to alkalis, acids, or other destructive chemical components likely to be encountered in soils. Three inches wide colored yellow and imprinted with "CAUTION: BURIED ELECTRIC LINE BELOW."

**g. Other Components:**

(1) Tools and Spare Parts:

Provide the following operating keys, servicing tools, and spare parts.

One (1) operating key for each type of manually operated valve.

One (1) of each servicing wrench or tool needed for complete access, adjustment and repair of all rotary sprinklers.

One (1) quick coupling keys, each with attached hose swivel ell for operation of the quick coupling valves.

Three (3) of each type of spray sprinkler used.

Five (5) of every spray sprinkler nozzle used.

Five (5) of each type of rotary sprinkler used complete with nozzle.

Two (2) of each size of remote control valve used.

**16.3 –CONSTRUCTION REQUIREMENTS**

**a. Inspections and Reviews:**

(1) Site Inspections:

Verify construction site conditions and note irregularities affecting work of this section. Report irregularities to the Engineer prior to beginning work.

Beginning work of this section implies acceptance of existing conditions.

(2) Utility Locates ("Call Before You Dig"):

Arrange for and coordinate with local authorities the location of all underground utilities.

Repair any underground utilities damaged during construction. Make repairs at no additional cost to the contract price.

(3) Irrigation System Layout Review

Irrigation system layout review will occur after the staking has been completed. Notify the Engineer one week in advance of review. The Engineer and Property Owner at this review will identify modifications.

**b. Layout of Work:**

Stake out the irrigation system. Items staked include: remote control valves, isolation valves, quick coupling valves, and sprinklers.

**c. Excavation, Trenching, and Backfilling:**

Excavate to permit the pipes to be laid at the intended elevations and to permit work space for installing connections and fittings.

Minimum cover (distance from top of pipe or control wire to finish grade):

(a) 18-inch over control wire.

(b) 12-inch over lateral pipe to pop-up spray sprinklers.

(c) 18-inch over lateral pipe to rotary sprinklers.

(d) 8-inch over drip lateral pipe in turf or paved areas.

(e) 3-inch minimum mulch cover over drip lateral pipe in planting beds.

Maintain at least 15-feet clearance from the mainline and laterals to the centerline of any tree.

PVC lateral pipes may be pulled into the soil utilizing a vibratory plow device specifically manufactured for pipe pulling. Minimum burial depths equal minimum cover listed above.

Backfill only after lines have been reviewed and tested.

Excavated material is generally satisfactory for backfill. Backfill shall be free from rubbish, vegetable matter, frozen materials, and stones larger than 2-inches in maximum dimension.

Remove material not suitable for backfill. Backfill placed next to pipe shall be free of sharp objects, which may damage the pipe.

Backfill un-sleeved pipe in either of the following manners:

(f) Backfill and puddle the lower half of the trench. Allow to dry 24 hours. Backfill the remainder of the trench in 6-inch layers. Compact to density of surrounding soil.

(g) Backfill the trench by depositing the backfill material equally on both sides of the pipe in 6-inch layers and compacting to the density of surrounding soil.

Enclose pipe and wiring beneath roadways, walks, curbs, etc., in sleeves. Minimum compaction of backfill for sleeves shall be 95% Standard Proctor Density, ASTM D698-78. Use of water for compaction around sleeves, "puddling", will not be permitted.

**Dress backfilled areas to original grade.**

Where utilities conflict with irrigation trenching and pipe work, contact the Engineer for trench depth adjustments.

**d. Sleeving:**

Install sleeving at a depth, which permits the encased pipe, or wiring to remain at the specified burial depth with a minimum cover of 24 inches.

**Extend sleeve ends 36 inches beyond the edge of curbs or paved surfaces.**

**Cover pipe ends and mark with stakes. Mark concrete with a chiseled "x" at sleeve end locations.**

Enclose pipe and wiring beneath roadways, walks, curbs, etc., in sleeves. Minimum compaction of backfill for sleeves shall be 95% Standard Proctor Density, ASTM D698-78.

**e. Assembling Pipe and Fittings:**

(1) General:

Keep pipe free from dirt and pipe scale. Cut pipe ends square and debur. Clean pipe ends.

Keep ends of assembled pipe capped. Remove caps only when necessary to continue assembly.

Trenches may be curved to change direction or avoid obstructions within the limits of the curvature of the pipe. Minimum radius of curvature and offset per 20 foot length of pipe by pipe size are shown in the following table. All curvature results from the bending of the pipe lengths. No deflection will be allowed at a pipe joint.

SIZE	RADIUS	OFFSET PER 20' LENGTH
1 ½"	25'	7'-8"
2"	25'	7'8"
2 ½"	100'	1'-11"
3"	100'	1'-11"
4"	100'	1'-11"
6"	150'	1'-4"

(2) Lateral Pipe and Fittings:

Use only strap-type friction wrenches for threaded plastic pipe.

PVC Solvent Weld Pipe:

Use primer and solvent cement. Join pipe in the manner recommended by the manufacturer and in accordance with accepted industry practices.



Cure for 30 minutes before handling and 24 hours before allowing water in the pipe.

Snake pipe from side to side within the trench.

UV Radiation Resistant Polyethylene Pipe:

Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

Snake pipe from side to side on the soil surface, and hold in place with tubing stakes or landscape fabric staples spaced every five feet. Pipe is not to be compressed or crimped by the stake or staple or other construction activity.

Fittings: The use of cross type fittings is not permitted.

(3) Specialized Pipe and Fittings:

Copper Pipe:

Buff surfaces to be joined to a bright finish. Coat with solder flux.

Solder so that a continuous bead shows around the joint circumference.

Ductile Iron Pipe:

Join pipe in the manner recommended by manufacturer and in accordance with accepted industry practices.

Insert a dielectric union wherever a copper-based metal (copper, brass, bronze) and an iron-based metal (iron, galvanized steel, and stainless steel) are joined.

Low Density Polyethylene Hose: Install per manufacturer's recommendations.

PVC Threaded Connections:

Use only factory-formed threads. Field-cut threads are not permitted.

Use only Teflon-type tape or teflon based paste.

When connection is plastic-to-metal, the plastic component shall have male threads and the metal component shall have female threads.

Make metal-to-metal, threaded connections with Teflon-type tape or pipe joint compound applied to the male threads only.

#### **f. Installation of Sprinkler Irrigation Components:**

(1) Remote Control Valve (RCV) Assembly for Sprinkler Laterals:

Flush mainline before installation of RCV assembly.

Wire connectors and waterproof sealant shall be used to connect control wires to remote control valve wires. Install connectors and sealant per the manufacturer's recommendations.

Install only one RCV to a valve box. Locate valve box at least 12-inches from and align with nearby walls or edges of paved areas. Group RCV assemblies together where practical.

Arrange grouped valve boxes in rectangular patterns. Allow at least 12-inches between valve boxes.

Adjust RCV to regulate the downstream operating pressure.

Attach ID tag with controller station number to control wiring.

(2) Sprinkler Assembly:

Flush lateral pipe before installing sprinkler assembly.

Install per the installation details.

Locate rotary sprinklers 6-inches from adjacent walls, fences, or edges of paved areas.

Locate spray sprinklers 3-inches from adjacent walls, fences, or edges of paved areas.

Install sprinklers perpendicular to the finish grade.

Supply appropriate nozzle or adjust arc of coverage of each sprinkler for best performance.

Adjust the radius of throw of each sprinkler for best performance.

#### **g. Installation of Drip Irrigation Components:**

(1) Remote Control Valve (RCV) Assembly for Drip Laterals:

Flush mainline pipe before installing RCV assembly.

Wire connectors and waterproof sealant shall be used to connect control wires to remote control valve wires. Connectors and sealant shall be installed as per the manufacturer's recommendations.

Install only one RCV to valve box. Locate at least 12-inches from and align with nearby walls or edges of paved areas. Group RCV assemblies together where practical.

Arrange grouped valve boxes in rectangular patterns. Set RCV assembly discharge pressure to 30 PSI.

(2) Drip Emitter Assembly:

Locate as shown on the installation details.

Flush lateral pipe before installing emitter assembly.

Cut emitter outlet distribution tubing square.

Install an access sleeve as part of each multiple-outlet emitter assembly.

Use tools and techniques recommended by the manufacturer. Make openings for barb-mounted emitters with the emitter manufacturer's hole-punching tool.

(3) Flush Cap Assembly

Install at the end of each drip irrigation lateral pipe as shown on the installation details.

(4) Pressure Adjustment Procedure:

Fully open all zone control valves and energize the RCV assembly.

Determine which emitter has the least outlet pressure; this is the critical emitter.

Set discharge pressure of RCV such that the critical pressure compensating emitter has a pressure of 25 PSI  $\pm$  5 PSI. Measure with pressure gauge attached to critical emitter.

**h. Installation of Other Components:**

(1) Tools and Spare Parts:

Prior to completion of construction, supply to the Engineer all operating keys, servicing tools, spare parts, and any other items indicated in these specifications.

(2) Other Materials

Install other materials or equipment shown on the drawings or installation details which are part of the irrigation system, even though such items may not have been referenced in these specifications.

**i. Project Record (As-Built) Drawings:**

Submit Record Drawings. The Contractor is responsible for documenting changes to the design. Maintain on-site and separate from documents used for construction, one complete set of contract documents as Project Documents. Keep documents current. Do not permanently cover work until as-built information is recorded.

Record pipe and wiring network alterations. Record work, which is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points, of each irrigation system valve, each backflow prevention device, each satellite controller, each sleeve end, and other irrigation components enclosed within a valve box.

**Prior to construction completion, transfer the information contained on the project drawings maintained on site onto the design drawings. Label each sheet "Record Drawing".**

Turn over the hard copy "Record Drawings" and electronic CAD files to the Engineer. Electronic files to be provided on a media suitable to the Engineer's requirements. Completion of the Record Drawings will be a prerequisite for the Review at the completion of the irrigation system installation.

**j. Irrigation System Adjustment:**

Installation of irrigation components will allow for raising or lowering to accommodate planting of trees and sod. Flag all sprinklers, valve boxes and other irrigation system components prior to fine grading, sodding, planting, and installation of roadway sign bases to avoid damage to

irrigation equipment. Adjust all sprinklers to ensure they are flush with finish grade. Valve boxes shall be adjusted to extend 25-mm minimum above finished grade.

**k. Cleanup:**

Upon completion of work, remove from the site all machinery, tools, excess materials, and rubbish.

**16.4 MEASUREMENT AND PAYMENT**

The Engineer will measure the lawn sprinkler system by the lump sum. Payment for “Lawn Sprinkler System (Modification of Existing Systems)” at the contract lump sum price bid is full compensation for the specified work, all excavation, compaction, piping, sprinkler heads, wiring, sensors, and other appurtenances necessary to make a fully operational sprinkler system.

**17 - REMOVE, STOCKPILE, AND REINSTALL MONUMENT SIGN**

**17.1 DESCRIPTION**

The Contractor shall remove, stockpile, and reinstall the Horizons Industrial Park monument sign.

**17.2 MEASUREMENT AND PAYMENT**

The Engineer will measure remove, stockpile, and reinstall monument sign by the lump sum.

Payment for “Remove, Stockpile, and Reinstall Monument Sign” at the contract lump sum price bid is full compensation for the specified work, which shall include the removal and salvage of existing monument sign and appurtenances, coordinating storage of the existing sign, transporting the monument sign to and from the project as necessary, and the reinstallation of the existing monument sign including but not limited to the excavation, construction of concrete foundation, replacement of mounting post, backfilling and compacting the subgrade, and disposing of all excess and waste materials.

**18 - CONTRACTOR CONSTRUCTION STAKING**

**18.1 DESCRIPTION**

The Contractor shall set construction stakes establishing all lines, slopes, continuous profile-grades, centerlines, and benchmarks necessary to control and perform the work.

**18.2 MEASUREMENT AND PAYMENT**

The Engineer will measure contractor construction staking by the lump sum.

Payment for “Contractor Construction Staking” at the contract lump sum price bid is full compensation for the specified work, which shall include all staking, establishing vertical and horizontal control points and property corner resetting.



# City of Riverside, MO Liquor License Application

I hereby make application to sell beverages for one of the following types of licenses as a solo owner\_\_\_\_, a partnership\_\_\_\_, a corporation\_\_\_\_, LLC XXXX.

- Not-For-Profit (Temporary)
- Social Hall License
- All Inclusive License (Except Sunday)
- XXX Package Liquor License
- XXXX Packing Liquor License (Sunday)
- Beer License
- Sunday Sales License
- Wholesale and Distributor's License
- XXXX Tasting
- Resort License

### Applicant Information

Name: RICHARD T BRYANT  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If naturalized, give date and place of naturalization: NA

Partnership Name: \_\_\_\_\_ Corporation Name: NEW RIVERSIDE LLC

### **Please Answer the Following Questions.**

1. Have you ever been convicted of a felony? If so, please explain.  
NO-NA
2. Give the names and business addresses of all employers for the past five years. If you were self-employed, state the nature of the business and location.  
RICHARD T BRYANT & ASSOCIATES PC--1111 MAIN STREET-KANSAS CITY MO ATTORNEYS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Have you ever been the holder of any liquor permit to manufacture or sell alcoholic beverages which was revoked? If so, please explain.

NO-NA

4. Are you, or any member of your household or immediate family, interested directly or indirectly in any other permit issued by the city liquor commission which is now in force? If so, please give details.

YES, SUN ENTERPRISES (THE SELLER OF THIS BUSINESS TO APPLICANT)

5. Is the proposed location within 300 feet of a church? NO

6. What type of business is the permit to be used for? LIQUOR STORE

7. Do you rent or lease the premises for which this business is to be used?

LEASE-ATTACHED

8. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Riverside, Missouri, and the laws of the State of Missouri; and do you consent to the introduction of evidence of such articles in any proceedings for the violation of any provision of the revised liquor control ordinance of Riverside, Missouri, and/or for the suspension or revocation of the permit which this application is made; and do you promise and agree not to violate any of the ordinances of Riverside, Missouri, the laws of the State of Missouri or the United States in the conduct of the business for which this permit is

sought? YES

9. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business. (This subparagraph is applicable only to a new location or change in plans or specifications within a previously established location.) If application is also for a Sunday Sales License then affix a certification by a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, regulation 70-2.120 (9), issued 1978

**If the Business is Owned by a Corporation, Complete this Section**

Name of Corporation: (LLC)--NEW RIVERSIDE LLC

State in which incorporated: MISSOURI Date incorporated: 1/16/2023

Amount of paid-in capital: NA Authorized Capital: NA

Name of managing agent for corporation: SOS REGISTERED AGENT AMRITA DAHAL

Residence: [REDACTED]

Phone Number: MANAGING OFFICER FOR LIQUOR--RICHARD BRYANT, 700 W 91, KCMO

Names and Addresses of all stockholders who hold 10% or more of capital  
ARIF MAHMOOD 21983 W 125TH CT, OLATHE KS 66061--SOLE MEMBER OF LLC

**Names and Addresses of President, Vice President, Secretary and Treasurer of the Corporation:**

President: MANAGER OF LLC IS ARIF MAHMOOD 21983 W 125TH CT, OLATHE KS 66061--SOLE MEMBER OF LLC

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

1. Is the corporation or any stockholder of the managing officer thereof, any member of his household or immediate family interested directly in any other permit issued by the city liquor commission? If so, please give details.

MANAGING OFFICER HOLDS SEVERAL MISSOURI LICENSES

2. Has the corporation or any stockholder or the managing officer thereof, any member of his household or immediate family, at any time in the past held a permit issued by the city liquor commission? If so, give the name and location of such permits.

YES, SUN ENTERPRISES, THE SELLER OF THE BUSINESS RELATED TO THIS APPLICATION

3. Has any stockholder of the corporation or the managing officer ever been employed by any person, partnership or corporation that had a permit revoked or suspended by the city liquor commission? If so, please explain

NO

4. State the name and residence of each person, firm or corporation, if other than the corporation and its stockholders, interested or to become interested, directly or indirectly, other than hereinafter set out, in the business for which a permit is sought on the nature of such interest.

NONE

5. Is this application being made by the corporation as a subterfuge to any person other than yourself to obtain a permit from the city liquor commission, in your name for his benefit? NO

6. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business. (This subparagraph is applicable only to a new location or change in plans or specifications within a previously established location.) If application is also for a Sunday Sales License then affix a certification from a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, Regulation 70-2.120 (9), issued 1978.

I, or we, (Please Print) RICHARD T BRYANT

being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true to the best of my/our knowledge and belief. I authorize the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in this application.

Signature



RICHARD T BRYANT

Print Name

STATE OF MISSOURI )

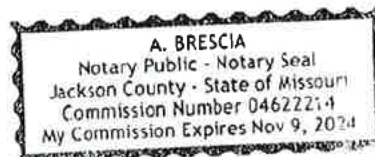
COUNTY OF JACKSON ) SS.

Subscribed and sworn before me this 2ND day of FEBRUARY, 2023.



Notary Public

My Commission Expires: 11-9-24





MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF ALCOHOL AND TOBACCO CONTROL  
**APPLICATION FOR A PRIMARY RETAIL LIQUOR LICENSE**

**BUSINESS STRUCTURE**

- |   |   |
|---|---|
| <input type="checkbox"/> SOLE OWNER (Sole owner must sign the application.)   | <input type="checkbox"/> CORPORATION (Only the Managing Officer can sign application.)                          |
| <input type="checkbox"/> PARTNERSHIP (ALL Partners must sign the application.)  | <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY (Only the Managing Officer can sign application.) |
| <input type="checkbox"/> LIMITED LIABILITY OR CORPORATE PARTNERSHIP (Only the Managing Officer can sign application.) |   |

**BUSINESS INFORMATION**

LEGAL NAME OF ENTITY (MUST CORRESPOND WITH RETAIL SALES TAX LICENSE) <b>NEW RIVERSIDE LLC</b>	
DOING BUSINESS AS / TRADE NAME (MUST CORRESPOND WITH RETAIL SALES TAX LICENSE) <b>7TH HEAVEN SMOKES AND LIQUOR</b>	BUSINESS TELEPHONE NUMBER <b>8169829330</b>
PHYSICAL LOCATION OF BUSINESS (STREET ADDRESS) <b>4335 NW GATEWAY AVE</b>	COUNTY <b>PLATTE</b>
CITY, STATE, ZIP CODE <b>RIVERSIDE MO 64150</b>	IS THE BUSINESS LOCATED INSIDE CITY LIMITS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MAILING ADDRESS (IF DIFFERENT FROM ABOVE) <b>1111 MAIN STREET #750, KANSAS CITY MO 64105</b>	WILL TOBACCO PRODUCTS BE SOLD AT THE BUSINESS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**LICENSE OPTIONS (choose one)**

- INDICATE THE LICENSE TYPE BEING SOUGHT (FOR DESCRIPTIONS VISIT [HTTPS://ATC.DPS.MO.GOV/LICENSING](https://atc.dps.mo.gov/licensing) -- RETAIL LICENSES)
- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Beer Original Package (malt liquor)                       | <input type="checkbox"/> Retail by Drink - Tax Exempt                | <input type="checkbox"/> Retail by Drink - Entertainment District                             | <input type="checkbox"/> Vintage Wine Auctioneer                |
| <input checked="" type="checkbox"/> Original Package Liquor (spirits, wine & beer) | <input type="checkbox"/> Retail by Drink - Resort                    | <input type="checkbox"/> Retail by Drink - Mall   | <input type="checkbox"/> Vintage Wine Auctioneer - Municipality |
| <input type="checkbox"/> Consumption (only)  | <input type="checkbox"/> Retail by Drink - Resort Temporary          | <input type="checkbox"/> Retail by Drink - Railroad   |   |
| <input type="checkbox"/> Beer by Drink   | <input type="checkbox"/> Retail by Drink - Seasonal Resort           | <input type="checkbox"/> Missouri Produced Wine by Drink                                      |   |
| <input type="checkbox"/> Beer & Light Wine by Drink                                | <input type="checkbox"/> Retail by Drink - Seasonal Resort Temporary | <input type="checkbox"/> State Fair Beer & Light Wine by Drink                                |   |
| <input type="checkbox"/> Retail by Drink (spirits, wine & beer)                    | <input type="checkbox"/> Retail by Drink - Boat                      | <input type="checkbox"/> State Fair Beer & Light Wine by Drink - Exhibition Center/Grandstand |   |

EFFECTIVE DATE (IF BLANK, AS SOON AS POSSIBLE) <b>2/15/2023</b>	INDICATE IF LICENSE IS TO BE: <input checked="" type="checkbox"/> MAILED <input type="checkbox"/> PICKED UP IN JEFFERSON CITY
--	--

**OPTIONAL APPLICATION**

**OPTIONAL APPLICATION FOR PERMISSION TO EMPLOY MINORS**

If the applicant requests permission to employ minors between the ages of eighteen (18) and twenty-one (21) years old as provided in Section 311.300, RSMo. and Code of Regulation 11 CSR 70-2.140(7), prescribed by the Supervisor of Alcohol and Tobacco Control, check the box next to the section under which the applicant qualifies.

- N/A*
- In any place of business licensed in accordance with section 311.200, persons at least eighteen years of age may stock, arrange displays, operate the cash register or scanner connected to a cash register and accept payment for, and sack for carryout, intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty-one years. Any licensee who employs any person under the age of twenty-one years, as authorized by this subsection, shall, when at least fifty percent of the licensee's gross sales does not consist of nonalcoholic sales, have an employee twenty-one years of age or older on the licensed premises during all hours of operation.
- Persons eighteen years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent of all sales in those places consists of food; provided that nothing in this section shall authorize persons under twenty-one years of age to mix or serve across the bar intoxicating beverages.

**APPLICANT → CONTINUE TO PAGE 2**



**MANDATORY CERTIFICATION (Original Package Liquor Applicants ONLY)****CERTIFICATION FOR ORIGINAL PACKAGE LIQUOR LICENSE APPLICANTS**

No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one or more of the following businesses: a drug store, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionary or delicatessen store, nor opened on the premises of the vendor except as permitted by law, nor to any such person who does not have and keep in the store a stock of goods having a value according to invoices of at least \$1,000.00, exclusive of fixtures and intoxicating liquors. Said goods must be salable and prominently exposed and offered to the public for sale in said store at all times as prominently as liquor is exposed and offered for sale. Does applicant hereby agree to the above and make application for business to engage in one or more of the qualifying business types listed herein, as provided in Section 311.200(1), RSMo?

YES  NO

**PRIMARY POINT OF CONTACT****SOLE OWNER - PARTNER - MANAGING OFFICER INFORMATION**

THE INFORMATION GIVEN IN THIS SECTION IS FOR THE (CHECK THE ONE THAT APPLIES):

SOLE OWNER  PARTNER  MANAGING OFFICER (Corporation, LLC, LLP or Corporate Partnership)

LAST NAME <b>BRYANT</b>		FIRST NAME <b>RICHARD</b>		MIDDLE INITIAL <b>T</b>	DATE OF BIRTH [REDACTED]
BIRTH STATE OR COUNTRY <b>MISSOURI</b>		SOCIAL SECURITY NUMBER [REDACTED]		SEX <input checked="" type="checkbox"/> M <input type="checkbox"/> F	NONE
HOME ADDRESS (NO PO BOXES) <b>700 WEST 91ST STREET</b>		CITY <b>KANSAS CITY</b>		STATE & ZIP CODE <b>MO 64114</b>	
IS THE PERSON A NATURALIZED CITIZEN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TELEPHONE NUMBER [REDACTED]		E-MAIL ADDRESS <b>DICK2479@AOL.COM</b>		

**ADDITIONAL PARTNER(S) - If more than 4 partners, add a second Page 2 of the application and use this section**

LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH
BIRTH STATE OR COUNTRY		SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	PERCENTAGE OF OWNERSHIP
HOME ADDRESS (NO PO BOXES)		CITY		STATE & ZIP CODE	
IS THE PERSON A NATURALIZED CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	TELEPHONE NUMBER		E-MAIL ADDRESS		

LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH
BIRTH STATE OR COUNTRY		SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	PERCENTAGE OF OWNERSHIP
HOME ADDRESS (NO PO BOXES)		CITY		STATE & ZIP CODE	
IS THE PERSON A NATURALIZED CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	TELEPHONE NUMBER		E-MAIL ADDRESS		

LAST NAME		FIRST NAME		MIDDLE INITIAL	DATE OF BIRTH
BIRTH STATE OR COUNTRY		SOCIAL SECURITY NUMBER		SEX <input type="checkbox"/> M <input type="checkbox"/> F	PERCENTAGE OF OWNERSHIP
HOME ADDRESS (NO PO BOXES)		CITY		STATE & ZIP CODE	
IS THE PERSON A NATURALIZED CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	TELEPHONE NUMBER		E-MAIL ADDRESS		

**SOLE OWNER & PARTNERS → SKIP TO PAGE 4 | MANAGING OFFICER → CONTINUE TO PAGE 3**